

City of Fort Lauderdale

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Meeting Minutes

Tuesday, May 16, 2023

6:00 PM

**Broward Center for the Performing Arts - Mary N Porter Riverview
Ballroom**

201 SW 5th Avenue, Fort Lauderdale, Florida 33312

City Commission Regular Meeting

FORT LAUDERDALE CITY COMMISSION

DEAN J. TRANTALIS Mayor

PAM BEASLEY-PITTMAN Vice Mayor - Commissioner - District III

JOHN C. HERBST Commissioner - District I

STEVEN GLASSMAN Commissioner - District II

WARREN STURMAN Commissioner - District IV

GREG CHAVARRIA, City Manager

DAVID R. SOLOMAN, City Clerk

D'WAYNE M. SPENCE, Interim City Attorney

PATRICK REILLY, City Auditor

CALL TO ORDER

Mayor Trantalis called the meeting to order at 6:37 p.m.

Pledge of Allegiance

Mayor Dean J. Trantalis

ROLL CALL

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

QUORUM ESTABLISHED

Also Present: City Manager Greg Chavarria, City Clerk David R. Soloman, Interim City Attorney D'Wayne M. Spence, and City Auditor Patrick Reilly

MOMENT OF SILENCE

Mayor Trantalis acknowledged the passing of Fire-Rescue Department Employee Gwen Bass-Kemp.

AGENDA ANNOUNCEMENTS

Mayor Trantalis announced the following update to the published Agenda:

REVISED:

M-2: CAM was revised to correct the dollar amount of the Task Order throughout the memo

REMOVED:

PH-3: Public Hearing - Quasi-Judicial Resolution Approving a Waiver of Limitations at 1180 N. Federal Highway Slip #7, for the Installation of Six (6) Post No-Profile Boat Lift Extending a Maximum of 41.6' +/- (Commission District 2)

WALK-ON ITEMS:

WALK ON - Motion Approving a Music Exemption, Alcohol and Road Closure for Riverwalk Fort Lauderdale, Inc. to Host the City of Fort Lauderdale/Riverwalk Panther Watch Party - (Commission District 2)

WALK ON - Motion Approving an Interlocal Agreement between Broward County and the City of Fort Lauderdale for Property Located at 1000 SW 2 Street, in Substantially the Form Provided - (Commission District 2)

A copy of the revised Agenda item and the Walk-On Agenda items are attached to these Meeting Minutes.

Approval of MINUTES and Agenda

23-0505

Minutes for April 4, 2023, Commission Conference Meeting and April 18, 2023, Commission Conference Meeting - (Commission Districts 1, 2, 3 and 4)

Commissioner Glassman and Vice-Mayor Beasley-Pittman remarked on corrections needed on both sets of Meeting Minutes. City Clerk David Soloman confirmed updates would be made.

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

APPROVED AS AMENDED - Minutes

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

Commissioner Glassman made a motion to approve the May 16, 2023, Regular Meeting Agenda as amended and was seconded by Vice Mayor Beasley-Pittman.

APPROVED AS AMENDED - Agenda

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

PRESENTATIONS

Senator Jason W. B. Pizzo - Introduction and Post Legislative Session Update

Mayor Trantalis introduced State Senator Jason Pizzo and State Senator Rosalind Osgood. Senator Osgood commented on accomplishments achieved during the 2023 State Legislative Session. Senator Pizzo remarked on legislation important to the City.

PRES- 23-0502

1

Mayor Trantalis to present a Proclamation declaring April 23, 2023, as International Children's Day in the City of Fort Lauderdale, and Presentation of Certificates to the Winners of Greater Fort Lauderdale Sister Cities Inc. and Florida Turkish American Association's 2023 "If I were Mayor" Competition

Mayor Trantalis requested Canan Ozaktay, President of the Turkish American Association, join him at the podium. Mayor Trantalis presented a Proclamation declaring *April 23, 2023, as International Children's Day in the City of Fort Lauderdale*, reading the Proclamation in its entirety. Mayor Trantalis presented certificates to the student winners of the *Greater Fort Lauderdale Sister Cities, Inc. and Florida Turkish American Association's 2023 "If I were Mayor" Competition*.

Seda Turhan, Chair of the Greater Fort Lauderdale Sister Cities International, Mugla, Turkey, and a Florida Turkish American Association Board Member, thanked the Commission Members and all stakeholders involved with *International Children's Day*. She expounded on the history and background of this event and its goal to create awareness of *International Children's Day* and promoting a sense of unity among children. Ms. Turhan shared the names of the fifth grade student winners of the *If I Were Mayor Essay Contest*.

PRESENTED

PRES- [23-0455](#)
2

Mayor Trantalis to present a Proclamation declaring June 2, 2023, as National Gun Violence Awareness Day in the City of Fort Lauderdale

Mayor Trantalis presented a Proclamation declaring *June 2, 2023, as National Gun Violence Awareness Day* in the City of Fort Lauderdale, reading the Proclamation in its entirety. The Proclamation was accepted by members of *Moms Demand Action*, Cristina Rodrigues, Julie Morrall, Barbara Markley, Nancy Fry, and Susan El Sheikh. Nancy Fry thanked Commission Members for this recognition and expounded on efforts to promote awareness of gun violence.

PRESENTED

PRES- [23-0501](#)
3

Commissioner Glassman to present a Proclamation declaring May 2023, as Mental Health Awareness Month in the City of Fort Lauderdale

Commissioner Sturman presented a Proclamation declaring *May 2023, as Mental Health Awareness Month in the City of Fort Lauderdale*, reading the Proclamation in its entirety. The Proclamation was accepted by Joseph Mustipher, NAMI Advocate, who thanked Commission Members for this recognition and expounded on the importance of addressing mental health.

PRESENTED

PRES- [23-0513](#)
4

Commissioner Glassman to present a Proclamation declaring May 2023, as Jewish American Heritage Month in the City of Fort

Lauderdale

Commissioner Glassman invited Rabbi Schneur Kaplan, Downtown Jewish Center Chabad, Rabbi Noah Kitty, retired from the Congregation Etz Chaim, Rabbi David Spey, Temple Bat Yam, Alan Tinter, Jewish Federation of Broward County Board Member, and Rabbi Zelig Aronow of Chabad Lubavitch of Fort Lauderdale to the podium.

Commissioner Glassman presented a Proclamation declaring *May 2023, as Jewish American Heritage Month in the City of Fort Lauderdale*, reading the Proclamation in its entirety.

PRESENTED

PRES- 23-0456
5

Commissioner Sturman to present a Proclamation declaring *May 20-26, 2023, as National Safe Boating Week in the City of Fort Lauderdale*

Commissioner Glassman presented a Proclamation declaring *May 20-26, 2023, as National Safe Boating Week in the City of Fort Lauderdale*, reading the Proclamation in its entirety. The Proclamation was accepted by U.S. Coast Guard Division Commander Marc Brody, Flotilla Vice Commander Peter Paige, Officer Joshua Cohen, and Officer Karsten Herron. Division Commander Brody thanked Commission Members for recognition of *National Safe Boating Week* and the importance of boating safety.

PRESENTED

[23-0536](#)

WALK ON - Motion Approving a Music Exemption, Alcohol and Road Closure for Riverwalk Fort Lauderdale, Inc. to Host the City of Fort Lauderdale/Riverwalk Panther Watch Party - (Commission District 2)

Mayor Trantalis recognized Genia Ellis, President & Chief Executive Officer at Riverwalk Fort Lauderdale Inc. Ms. Ellis requested this Agenda item be amended to include the additional locations of Esplanade Park and Huizenga Plaza. She also requested approval of a subsequent Special Event should the Florida Panthers win the National Hockey League's fourth Stanley Cup Series Playoff.

Commissioner Herbst made a motion to approve this Walk-On Agenda item as amended and was seconded by Commissioner Glassman.

APPROVED AS AMENDED

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

CONSENT AGENDA PUBLIC COMMENT

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

There was no public comment.

CONSENT AGENDA

Mayor Trantalis announced that the following Consent Agenda items were pulled by Commission Members for separate discussion:

CR-1: Commissioner Sturman

CP-2: Commissioner Glassman

Approval of the Consent Agenda

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

Approve the Consent Agenda

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

CONSENT MOTION

CM-1 [23-0485](#) Motion Approving Event Agreements for Sultry Brunch and Mezcal Lauderdale - (Commission Districts 2 and 4)

APPROVED

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

CM-2 [23-0487](#) Motion Approving a Temporary Beach License and Outdoor Event Agreement for FlockFest 2023 - (Commission District 2)

APPROVED

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

CM-3 [23-0497](#) Motion Approving a One-Year Agreement with the School Board of Broward County, Florida for School Resource Officer Program - (Commission Districts 1, 2, 3 and 4)

APPROVED

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

CONSENT RESOLUTION

CR-1 [23-0105](#)

Resolution of Support for the Submission of Projects for Consideration to the Broward Metropolitan Planning Organization to be Included in the Metropolitan Transportation Plan - (Commission Districts 1, 2, 3 and 4)

In response to Commissioner Sturman's questions, Ben Rogers, Transportation and Mobility Department Director, explained that Staff has cost estimates for some of the projects. Costs are not required when Staff submits the projects because they are scheduled in the future and cost estimates could change. Mr. Rogers said there is no priority associated with these projects.

Mayor Trantalis recognized Ed Smoker, 1200 East Las Olas Boulevard. Mr. Smoker spoke in support of this Agenda item.

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

ADOPTED

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

CR-2 [23-0309](#)

Resolution Imposing Special Assessment Liens for Lot Clearing - (Commission Districts 1, 2, 3 and 4)

ADOPTED

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

CONSENT PURCHASE**CP-1** [23-0391](#)

Motion Approving Agreement for Fireworks Display - 4th of July - Pyrotecnico Fireworks, Inc - \$121,100 - (Commission Districts 1, 2, 3 and 4)

APPROVED

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

CP-2 [23-0448](#)

Motion Approving a Construction Agreement for NE 4th Avenue Streetscape Improvements - FG Construction, LLC - \$864,106.01 - (Commission District 2)

Commissioner Glassman remarked on feedback received from South Middle River and Middle River Terrace residents during the District 2 Pre-Agenda Meeting related to the need for additional community

outreach for this project. He suggested deferring this Agenda item until the June 6, 2023, Commission Meeting.

Ben Rogers, Transportation and Mobility Department Director, confirmed Staff would present this project to South Middle River and Middle River Terrace residents. He said there should be no negative impact to delaying this Agenda item to June 6, 2023. Further comment and discussion ensued.

Mayor Trantalis recognized Troy Liggett, 707 NE 17th Court, and Middle River Terrace Neighborhood Association President. Mr. Liggett confirmed the need to share project details with area residents.

Mayor Trantalis recognized Chris Nelson, 520 NE 5th Avenue. Mr. Nelson provided his viewpoint in support of treescaping.

Commissioner Glassman made a motion to defer this Agenda item until June 6, 2023, and was seconded by Commissioner Sturman.

DEFERRED to June 6, 2023

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

MOTIONS

M-1 [23-0486](#)

Motion Approving Event Agreements and Related Road Closures for Stonewall Pride and Vegan Block Party (Vegan BBQ Party) - (Commission District 2)

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

APPROVED

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

M-2 [23-0395](#)

Motion Approving Task Order No. 2 for Owner's Representative Services - Fiveash Water Treatment Plant Replacement Project - Hazen and Sawyer P.C. - \$7,890,991 - (Commission Districts 1, 2, 3 and 4)

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

APPROVED

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

Nay: 1 - Vice Mayor Beasley-Pittman

M-3 [23-0503](#)

Motion for Discussion - City Commission Request for Review -
Certificate of Appropriateness for Demolition - Case No.
UDP-HP23016 - 301 SW 14th Way - (Commission District 2)

Mayor Trantalis recognized Michaela Conca, Broward Trust for Historic Preservation (Trust) President. Ms. Conca confirmed the Trust's request to set a De Novo hearing for this Agenda item. She discussed concerns of the Trust related to the loss of historic resources and expounded on related details.

Mayor Trantalis recognized Maggie Hunt, 1307 SW 4th Court. Ms. Hunt discussed her viewpoint regarding the importance of this structure and commented on its innovative architectural details. In response to Mayor Trantalis' question regarding this residence, Ms. Hunt confirmed her focus is on preserving the main house located at 301 SW 14th Way, not the accessory structures located on the parcel. Further comment and discussion ensued.

Mayor Trantalis recognized Blaise McGinley, 1500 Argyle Drive. Mr. McGinley discussed his perspective regarding this Agenda item, the need for a discussion regarding moving the home to another waterfront location versus a nature preserve and explained related information.

Mayor Trantalis recognized Curt Fretham, 301 SW 14th Way (Applicant). Mr. Fretham discussed his viewpoint as the Applicant. When he invested in this property, it was not designated as historic and purchased the property with the intention of removing the structure and developing townhomes. Mr. Fretham confirmed his willingness to donate the structure, expounded on his viewpoint regarding other similar structures in the City, which had been demolished. The Historic Preservation Board voted, six (6) to one (1) to approve demolition of this structure.

Mayor Trantalis recognized Trisha Logan, Historic Preservation Planner. Ms. Logan confirmed this Agenda item came before the Historic Preservation Board (HPB) as a request for demolition of the main house and three (3) accessory structures on the site. The main house on the property was identified in the most recent Architectural Resource Survey as a noncontributing structure to the Historic District because it is outside of the period of significance for the neighborhood extending from around 1910 to 1961. Ms. Logan expounded on additional details of the property.

In response to Mayor Trantalis' question, Ms. Logan explained the HPB

voted to allow demolition of the structure because it did not fit the three (3) criteria associated with historic preservation. The structure met the first criteria because it is noncontributing to the historic district. The second criteria was not met because of its architectural value and potential for historic landmark status. The third criteria was found as non-applicable because a complete application for the new development for the parcel had not been received.

Commissioner Glassman explained his viewpoint regarding the need to set a De Novo hearing and remarked on details related to the HPB Meeting Minutes, Staff Report, Sailboat Bend being the only historic residential district in the City, and expounded on related details. Further comment and discussion ensued.

In response to Commissioner Herbst's questions, Ms. Logan said an application for designation as a historic property is limited to a motion by City Commission, the Historic Preservation Board, the property owner, and any nonprofit organization with a vested interest in historic preservation that can prove its interest has been in place in excess of five (5) years. Following submission of a completed application, it is scheduled for review at an HPB Meeting, the property owner is notified and a notice is placed on the property. The Historic Preservation Board hears the item and makes a recommendation to the Commission, which is followed by a Commission hearing. When Staff receives a completed application, an interim protective measure is placed on the property preventing the property owner from demolishing the structure or performing any major alterations to the structure or site during the process. There is a State Statute that allows the property owner to demolish an historic property that has been designated after January 1st, 2022, if it is located in a flood zone. Ms. Logan confirmed this property is located in a flood zone. It is also located in a historic district and Staff requires a legal opinion on how this applies. Interim City Attorney Spence confirmed the need to research this further and provide an update to the Commission.

Commissioner Herbst commented on his concerns if historic designation of this structure moves forward that would be taking the owner's property rights.

In response to Vice Mayor Beasley-Pittman's questions regarding the existence of any type of disclaimer notifying a purchaser or lessee of a historically designated property, Ms. Logan explained that within the Broward County Property Appraiser's property listing, properties designated or located within a Historic District include a message indicating it is either a historic landmark or in a historic district. This

allows a potential purchaser or lessee the opportunity to reach out and inquire about the property. Further comment and discussion ensued.

Interim City Attorney Spence explained restrictions and details related to HPB members making site visits for quasi-judicial items. As a quasi-judicial board, the HPB should be considering only the information that is before them during its meeting.

In response to Commissioner Sturman's question, it was confirmed that this Agenda item would address setting a De Novo hearing on the merits of historical designation of this property.

Commissioner Glassman requested that at a future date, receiving clarification of conflicting opinions from attorneys in other municipalities with regard to protections for designated historic structures located in a historic district. Further comment and discussion ensued.

Commissioner Glassman made a motion to set a De Novo hearing on the application at the June 20, 2023, Commission Meeting and was seconded by Commissioner Sturman.

APPROVED - De-Novo Hearing set for June 20, 2023

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

Nay: 1 - Commissioner Herbst

RESOLUTIONS

R-1 [23-0499](#)

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

City Clerk David Soloman read the names of Board and Committee nominees for appointment and/or reappointment at the June 6, 2023, Commission Regular Meeting.

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

In response to Commissioner Sturman's question, City Clerk Soloman clarified appointees for the June 6, 2023, Commission Meeting.

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

ADOPTED

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

R-2 [23-0411](#)

Resolution Authorizing the Acceptance of Grant Funds and Execution of Hurricane Ian Grant Agreement and All Modifications to Agreement with State of Florida, Division of Emergency Management on Behalf of the United States Department of Homeland Security, Federal Emergency Management Agency, Public Assistance Grant Program - (Commission Districts 1, 2, 3 and 4)

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

ADOPTED

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

R-3 [23-0436](#)

Resolution Declaring the City's Notice of Intent to Convey City of Fort Lauderdale Interest in Right-of-Way located at SE 1 Street to Broward County for the Installation and Maintenance of Improvements in Association with the Broward County Main Library Plaza Restoration and Reserving unto the City a Utility Easement, and Setting a Public Hearing for June 20, 2023, Pursuant to Section 8.02 of the Charter of the City of Fort Lauderdale - (Commission District 4)

In response to Vice Mayor Beasley-Pittman's question, Assistant City Manager Anthony Fajardo confirmed he spoke to several members of the Fort Lauderdale Woman's Club (Woman's Club), including JoAnn Smith and her daughter Stephanie, Genia Ellis, and Courtney Crush that included two (2) site visits where he explained what is being proposed. Their main concern involved the impact on parking and protecting landscaping on the south edge of the parking lot. They also had some general comments regarding the homeless. Mr. Fajardo explained additional details relate to a staircase that is outside the scope of the County's plans.

Mr. Fajardo said the Woman's Club would like Staff consider to conveying the remainder of the platted right of way to the Woman's Club at a later date. He explained details of a recent conversation with JoAnn Smith regarding concerns about previous contractors. Further comment and discussion ensued.

In response to Mayor Trantalis' question about the possibility of a reverter clause should the County not make the improvements, Interim City Attorney Spence explained the land is being conveyed via quitclaim

deed. Further comment and discussion ensued. Mayor Trantalis remarked on the lengthy timeline. Assistant City Attorney Lynn Solomon said a reverter clause was not part of the negotiation but could be added. She noted that the County would need to agree, cited a similar example, and expounded on details regarding a five (5) year timeline for the County to complete the restoration work.

Kevin B. Kelleher, Broward County Assistant County Administrator, explained this is a County restoration project and expounded on related details. A portion of the Broward County Main Library Plaza (Plaza) is built into this right of way area and is preventing the County from getting the title to allow restoration of the Plaza area. Further comment and discussion ensued.

In response to Commissioner Glassman's questions, Mr. Fajardo said the service road that goes east and west would remain open. Mr. Fajardo explained details related to this Agenda item being tied to the WALK-ON Motion added to the Agenda. Related discussions with the County included consideration of items that would mutually assist both the City and the County in completing the City's Police Department Headquarters and the Plaza restoration project. Mr. Fajardo clarified additional details.

In response to Commissioner Sturman's question, Genia Ellis, 429 SE 13th Street, said the Woman's Club has been engaged in discussions with the County for years. Board Members of the Woman's Club are aware and have no objection to this Agenda item. She commented on her perspective that the Woman's Club is a historic structure and the need for the Plaza restoration project to be completed expeditiously.

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

ADOPTED

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

R-4 [23-0322](#)

Resolution Declaring the City's Official Intent to Reimburse Itself from the Proceeds of the Water and Sewer Revenue Bonds - Water and Sewer Improvements - (Commission Districts 1, 2, 3 and 4)

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

ADOPTED

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

R-5 [23-0431](#)

Resolution Approving and Authorizing the Execution of a Non-Revolving Line of Credit Agreement for the Police and Public Safety Project - (Commission Districts 1, 2, 3 and 4)

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

ADOPTED

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

PUBLIC HEARINGS**PH-1** [23-0332](#)

Public Hearing and Motion Approving a Second Amendment to the Housing and Community Development 2021-2022 Annual Action Plan and a First Amendment to the 2022-2023 Annual Action Plan for Community Development Block Grant (CDBG) and Housing Opportunities for Persons with AIDS (HOPWA) - (Commission Districts 1, 2, 3 and 4)

Mayor Trantalis opened the public hearing.

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

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

APPROVED

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

PH-2 [23-0307](#)

Public Hearing and Motion Approving a Third Amendment to the Housing and Community Development 2019-2020 Annual Action Plan for Community Development Block Grant Coronavirus Aid, Relief, and Economic Security Act (CDBG-CV) - (Commission District 3)

Mayor Trantalis opened the public hearing.

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

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

APPROVED

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

PH-3 [23-0430](#)

Public Hearing - Quasi-Judicial Resolution Approving a Waiver of Limitations at 1180 N. Federal Highway Slip #7, for the Installation of Six (6) Post No-Profile Boat Lift Extending a Maximum of 41.6' +/- (Commission District 2)

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

REMOVED FROM AGENDA

PH-4 [23-0457](#)

Public Hearing - Quasi-Judicial Resolution Approving a Waiver of Limitations at 1208 Seminole Drive, for the Installation of One (1) Finger Pier Extending a Maximum Distance of 36.4' +/- into the Adjacent Waters of Sunrise Bay and three (3) Mooring Piles Extending a Maximum of 56.4' +/- into the Adjacent Waters of Sunrise Bay - (Commission District 1)

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

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

Mayor Trantalis opened the public hearing.

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

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

ADOPTED - Approving

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

Nay: 1 - Vice Mayor Beasley-Pittman

PH-5 [23-0468](#)

Public Hearing - Quasi-Judicial Ordinance Approving a Rezoning from A-1-A Beachfront Area (ABA) District to Parks, Recreation and Open Space (P) District - 500 Seabreeze Boulevard - City of Fort Lauderdale- Case No. UDP-Z22021 - (Commission District 2)

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

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

Mayor Trantalis opened the public hearing.

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

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

PASSED FIRST READING

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

PH-6 [23-0469](#)

Public Hearing - Quasi-Judicial Ordinance Approving a Rezoning from the Downtown Regional Activity Center Arts and Sciences (RAC-AS) District to Parks, Recreation and Open Space (P) District - 400 SW 2nd Street - City of Fort Lauderdale- Case No. UDP-Z22022 - (Commission District 2)

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

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

Mayor Trantalis opened the public hearing.

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

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

PASSED FIRST READING

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

PH-7 [23-0470](#)

Public Hearing - Quasi-Judicial Ordinance Approving a Rezoning from A-1-A Beachfront Area (ABA) District to Parks, Recreation and Open Space (P) District - 3000 E. Las Olas Boulevard- City of Fort Lauderdale- Case No. UDP-Z22023 - (Commission District 2)

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

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

Mayor Trantalis opened the public hearing.

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

In response to Commissioner Glassman's question regarding rezoning the area identified as Channel Square to a park, Chris Cooper, Development Services Department Director, explained that this parcel was previously owned by the Beach Area Community Redevelopment Agency (CRA), which has sunset, and the site has reverted to City ownership. Staff can bring an Agenda item to the Commission to rezone this parcel as a park.

Commissioner Glassman requested Phil Thornburg, Parks and Recreation Department Director, include this parcel on the Park designation list to protect it as open space on the barrier island.

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

PASSED FIRST READING

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

PH-8 [23-0471](#)

Public Hearing - Quasi-Judicial Ordinance Approving a Rezoning from Residential Single Family and Duplex/Medium Density (RD-15) District to Parks, Recreation and Open Space (P) District - 1311 Citrus Isle- City of Fort Lauderdale- Case No. UDP-Z22024 - (Commission District 4)

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

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

Mayor Trantalis opened the public hearing.

Mayor Trantalis recognized Ted Inserra, 912 SW 19th Street. Mr. Inserra spoke in support of this Agenda item.

Mayor Trantalis recognized Trudy Jermanovich, 1220 SW 13th Circle. Ms. Jermanovich spoke in support of this Agenda item.

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

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

PASSED FIRST READING

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

PH-9 [23-0473](#)

Public Hearing - Quasi-Judicial Ordinance Approving a Rezoning from One-Family Detached Dwelling - County (RS-5) District to Parks, Recreation and Open Space (P) District - 3352 NW 63rd Street- City of Fort Lauderdale- Case No. UDP-Z22025 - (Commission District 1)

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

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

Mayor Trantalis opened the public hearing.

In response to Mayor Trantalis' question regarding what is on this site, Commissioner Glassman said Palm Aire Park. Phil Thornburg, Parks and Recreation Department Director, confirmed a shade structure is located on the site.

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

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

PASSED FIRST READING

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

PH-10 [23-0474](#)

Public Hearing - Quasi-Judicial Ordinance Approving a Rezoning from Irregular Residential - County (RS-6.7) District, Residential Single Family/Low Medium Density (RS-8) District and Community Business (CB) District to Parks, Recreation and Open Space (P) District - 1230 SW 34th Avenue- City of Fort Lauderdale- Case No. UDP-Z22026 - (Commission District 3)

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

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

Mayor Trantalis opened the public hearing.

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

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

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

PASSED FIRST READING

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

PH-11 [23-0475](#)

Public Hearing - Quasi-Judicial Ordinance Approving a Rezoning from Regional Activity Center - City Center (RAC-CC) District to Parks, Recreation and Open Space (P) District - 10 E. Broward Boulevard- City of Fort Lauderdale- Case No. UDP-Z22027 - (Commission District 4)

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

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

Mayor Trantalis opened the public hearing.

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

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

PASSED FIRST READING

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

PH-12 [23-0476](#)

Public Hearing - Quasi-Judicial Ordinance Approving a Rezoning from Residential Single Family/Low Medium Density (RS-8) District to Parks, Recreation and Open Space (P) District - 1016 Waverly Road - City of Fort Lauderdale- Case No. UDP-Z22028 - (Commission District 2)

Anyone wishing to speak must be sworn in. Commission will

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

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

Mayor Trantalis opened the public hearing.

Mayor Trantalis recognized Ted Inserra, 912 SW 19th Street. Mr. Inserra spoke in support of this Agenda item.

Commissioner Glassman remarked that this area is an archeological Indian Midden site, which the City purchased several years ago to prevent development plans for townhomes.

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

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

PASSED FIRST READING

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

PH-13 [23-0374](#)

Public Hearing - Quasi-Judicial Ordinance Approving a Rezoning from Residential Single Family/Medium Density (RDs-15) District to Residential Multifamily Low Rise/Medium Density (RM-15) District - Central City CRA NW Quadrant - City of Fort Lauderdale - Case No. UDP-Z22017 - (Commission District 2)

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

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

Mayor Trantalis opened the public hearing.

In response to Mayor Trantalis' questions, Chris Cooper, Development Service Department Director, explained details associated with this Agenda item. Mayor Trantalis noted that everyone who signed up to

Speak on this Agenda item are in support.

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

Interim City Attorney Spence clarified the need to amend the Ordinance due to Staff's position not being correctly reflected in the Ordinance. The entire area is being rezoned from RDs-15 to RM-15.

Commissioner Glassman expounded on the efforts involved with this Agenda item and remarked on the need for Staff to continue related efforts and keep this moving forward.

In response to Commissioner Sturman's questions, Chris Cooper, Development Services Department Director, explained this matter came before the Planning and Zoning Board (P&Z Board) several times. The P&Z Board requested Staff to perform additional public outreach, which was done. The P&Z Board requested the rezoning area be bifurcated as RM-15 to the west and RDs-15 to the east. Further comment and discussion ensued.

In response to Mayor Trantalis' question, Commissioner Glassman remarked on his understanding of the P&Z Board discussion on this matter and discussed his viewpoint regarding information provided to residents. Further comment and discussion ensued.

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

PASSED FIRST READING AS AMENDED

Yea: 3 - Commissioner Glassman, Vice Mayor Beasley-Pittman and Mayor Trantalis

Nay: 2 - Commissioner Sturman and Commissioner Herbst

ORDINANCE FIRST READING

OFR-1 [23-0508](#)

Ordinance Amending the City of Fort Lauderdale, Florida Code of Ordinances and Unified Land Development Regulations to Provide for the Designation of Alternative Locations for Public Meetings of the City Commission and Advisory Boards and Committees and for the Designation of Alternative Locations for Posting of Notices, and Providing for an Effective Date - (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

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

ORDINANCE SECOND READING

OSR-1 [23-0401](#)

Second Reading - Ordinance Amending Section 8-91 Mooring Structures - (Commission Districts 1, 2, 3 and 4)

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

ADOPTED ON SECOND READING

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

OSR-2 [23-0482](#)

Second Reading - Ordinance Authorizing State and Federal Criminal History Screening Checks for Certain Prospective City Employees, Specified Present City Employees, Appointees, and Private Contractor or Vendors Who Have Access to Sensitive City Facilities; Providing for Severability; Providing for Conflicts and Repeal; Providing for Correction of Scrivener's Errors; and Providing for an Effective Date - (Commission Districts 1, 2, 3 and 4)

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

ADOPTED ON SECOND READING

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

OSR-3 [23-0472](#)

Second Reading - Quasi-Judicial Ordinance Approving a Rezoning from Residential Multifamily High Rise/Medium High Density (RMH-25) District to Parks, Recreation and Open Space (P) District - 4201 N. Ocean Boulevard - City of Fort Lauderdale - Case No. UDP-Z22020 - (Commission District 1)

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

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

Mayor Trantalis opened the public hearing.

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

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

ADOPTED ON SECOND READING

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

[23-0516](#)

WALK ON - Motion Approving an Interlocal Agreement between Broward County and the City of Fort Lauderdale for Property Located at 1000 SW 2 Street, in Substantially the Form Provided - (Commission District 2)

City Manager Chavarria provided background information regarding this Agenda item. It is a WALK-ON Motion to ensure timely completion of the Police Department Headquarters as previously discussed by Assistant City Manager Fajardo during Agenda item R-3.

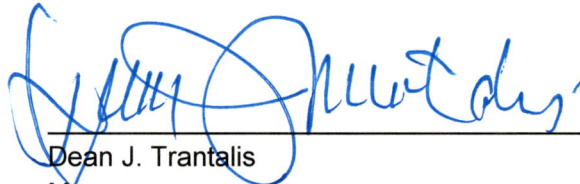
Commissioner Glassman made a motion to approve this Agenda item and was seconded by Commissioner Herbst.

APPROVED

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


ADJOURNMENT

Mayor Trantalis adjourned the meeting at 9:26 p.m.



Dean J. Trantalis
Mayor

ATTEST:



David R. Soloman
City Clerk

**CITY OF FORT LAUDERDALE
OUTDOOR EVENT AGREEMENT**

THIS AGREEMENT is entered into on this 02 of November, 2022, 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

RIVERWALK FORT LAUDERDALE, INC., a Florida Not for Profit Corporation, with its principal address at 888 East Las Olas Boulevard, Suite 210, Fort Lauderdale, Florida 33301, and is hereinafter referred to as "Applicant" or "Sponsor".

WHEREAS, the Applicant wishes to operate or sponsor multiple outdoor events within the Downtown Fort Lauderdale area and the Riverwalk District during calendar year 2023, more specifically defined in "Composite Exhibit A," and has submitted an outdoor event application with its 2023 Anticipated Events Schedule for the City Commission's consideration and approval, pursuant to the requirements of Section 15-182 of the Code of Ordinances of the City of Fort Lauderdale, Florida ("Code"); and

WHEREAS, the Applicant is willing to submit a separate outdoor event application for each event identified in Composite Exhibit A, which shall be subject to an independent administrative review process and shall be approved in accordance with the terms and conditions outlined in Section 15-182 of the Code, obtain the requisite insurance, and 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, the City Commission has considered an annual approval request from Applicant for scheduled Riverwalk events since 2010 and finds its approval is in the best interest of the City for coordinating and ensuring proper staffing is available for critical resources to support the anticipated outdoor events, including but not limited to, police, fire, and sanitation; and

WHEREAS, on November 1, 2022, by motion, the City Commission of the City of Fort Lauderdale authorized the proper City Officials to execute this Agreement; and

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(s).

The Applicant is permitted to operate or sponsor the outdoor events (hereinafter individually referred as "Event" and collectively as "Events") within the Downtown Fort Lauderdale area and the Riverwalk District, more specifically defined in **Composite Exhibit A**, which is attached hereto and identified herein as "2023 Anticipated Event Schedule and Event Map") upon receipt of administrative approval of the City of Fort Lauderdale City Manager, or his or her designee, (referred to hereinafter as "City Manager") pursuant to Section 3 of this Agreement.

3. Administrative Approval Process.

- (1) The Applicant shall submit a completed outdoor event application for each Event identified in Composite Exhibit A to the City Manager's Office at least (30) days prior to the date of the event, or additional time for notice as required by the City Manager. The application shall include a description of the proposed event, time, date and specification location within the Event Map area.
- (2) The City Manager shall review the application to determine whether the requested location is in use by the City or any other authorized party, pursuant to an existing agreement with the City for the dates and times proposed by the Applicant and notify the Applicant the availability of the location.
- (3) Applicant shall pay the outdoor event application fee for each application submitted in accordance with the fee schedule.
- (4) Upon receipt of the outdoor event application, the City Manager shall coordinate the review of the application for compliance with Article V., entitled "Outdoor Event", of the City of Fort Lauderdale Code of Ordinances and the City Manager shall notify the Applicant as to whether the event has been approved or denied.

4. 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.

5. Outdoor Event Site.

The City does not warranty that the any of the scheduled 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.

6. 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.

7. 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.

8. 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.

9. 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, EMAIL: PRRCONTRACT@FORTLAUDERDALE.GOV.**

10. Notices.

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

(b) All notices of default, demands, requests or other communications hereunder shall be deemed to have been given or served for all purposes hereunder upon receipt if by hand delivery, or upon one (1) business day after deposit with such overnight courier as required above, or upon two (2) business days after deposit with the United States mail, postage prepaid, in the manner aforesaid, provided, however, that for any distance in excess of five hundred (500) miles, air mail service or Federal Express or similar carrier shall be utilized, if available.

AS TO CITY: Greg Chavarria
 City Manager
 City Fort Lauderdale
 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: Riverwalk Fort Lauderdale, Inc.
 ATTN: Eugenia Duncan Ellis
 888 East Las Olas Boulevard
 Suite 210
 Fort Lauderdale, FL 33301

11. 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.

12. 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.

13. 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.

14. 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.

15. 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.

16. 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.

17. Incorporation.

This Outdoor Event Agreement, together with the attached Composite Exhibit A, 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.

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

ATTEST:



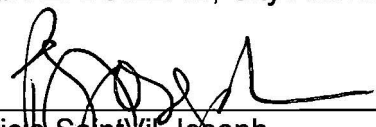
DAVID R. SOLOMAN
City Clerk

CITY OF FORT LAUDERDALE
a Florida municipal corporation



GREG CHAVARRIA
City Manager

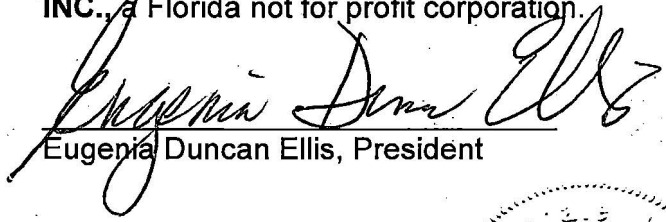
Approved as to form:
ALAIN E. BOILEAU, City Attorney



Patricia Saint-Vil-Joseph
Assistant City Attorney

APPLICANT/SPONSOR

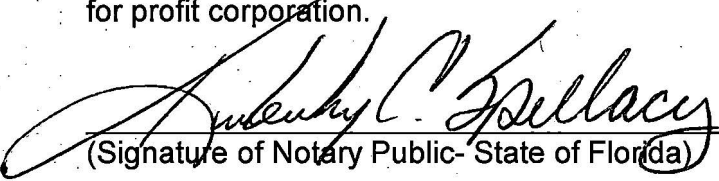
RIVERWALK FORT LAUDERDALE,
INC., a Florida not for profit corporation.


Eugenia Duncan Ellis, President

CORPORATE SEAL

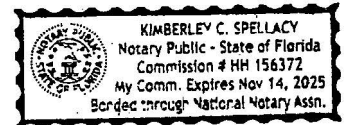
STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 2nd day of Nov, 2022, by **Eugenia Duncan Ellis**, as President of **RIVERWALK FORT LAUDERDALE, INC.**, a Florida not for profit corporation.


(Signature of Notary Public- State of Florida)

Kimberley C. Spellacy
(Print, Type, or Stamp Commissioned Name of Notary Public)

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



COMPOSITE EXHIBIT A

2023

Anticipated Event Schedule

RIVERWALK DISTRICT

RIVERWALK FORT LAUDERDALE

Event times to be determined in accordance with City approved rules and regulations when applications submitted. Any event that does not meet the current times denoted by the City will be subject to review by the City Commission.

Events

Forecast Date/Months * Or Date confirmed currently

Stone Crab and Seafood Fest	January 07, 2023
Rhythm & Brews	January 21, 2023
Riverwalk Noon Tunes	January TBD
IGNITE!	Jan. 23- Jan 30, 2023
Chili Cook Off	February 18, 2023
Riverwalk Noon Tunes	February TBD
Riverwalk on Water – Battle for the Paddle Challenge	February 2023 - pending*
Riverwalk Noon Tunes	March TBD
Tribute	March 2023
Burger Battle XV	March 10, 2023
Libations	March 2023
Rhythm by the River	March 19, 2023
Riverwalk International Food Festival (RIFF)	March 25, 2023
Veggie Food & Wine Festival	Spring 2023 - pending*
Find Your Fitness	Spring 2023 - pending*
Movie Night in the Park	Quarterly *
Riverwalk Blues & Music Festival	Spring 2023- pending*
Rhythm & Brews	April 2023
The Color Run	April 28/29, 2023
Sausage Fest	April 2023 – Pending*
Spring Get Downtown	April 2023 - pending*
Barefoot in the Park	April 2023 - pending *
Navy Band - Fleet Week	May 2023*
Fleet Week	May 2023*
Taco Fest	May 2023 – pending*
Scavenger Hunt	Summer 2023 pending*
Walk A Thon	Summer 2023 pending*
Make Music Day	June 21, 2023
Rhythm & Brews	July 2023 - pending*

New River Fest
 Drink & Eat Like a Local
 Craft Tasting
 Rhythm & Brews
 Fall Festival
 Octoberfest
 Day of the Dead
 Light Up Lauderdale
 Mutts & Martinis
 Fall Get Downtown
 Get Lit
 Light Up Lauderdale

Movie in the Park

August 2023
 August 2023 - pending*
 September 23, 2023
 October 2023
 October 21, 2023 - pending*
 October 2023
 November 5, 2023
 November 09, 2023
 November 11, 2023 - pending
 November 2023 - pending*
 November 2023- pending *
 November 2023 thru mid January –
 2023 months
 January - December 2023- pending*

Activations

History Market
 Food In Motion
 Buskers
 Noon Tunes
 Classes (Art, Dance, Dog Walking, Gardening)
 Doggie Play Dates
 Exercise Classes (Yoga, Aerobics, Boot Camp, etc.)
 Paddle Riverwalk Friday-Sunday (Weekly) Classes & Tours
 Corn Hole – Leagues
 Croquet – Leagues
 Kayak Tours
 Chess – Leagues
 Kickball – Leagues
 Dodge ball – Leagues
 Riverwalk Arts
 Segway Tours
 Bicycle Tours

Monthly
 Monthly
 Quarterly as requested
 February thru mid April - see above
 Weekly all year round
 Weekly November - May
 Weekly all year round
 Weekly all year round
 Spring – 6 weeks
 Spring – 6 weeks
 Weekly-
 Weekly all year round
 Winter – 6 weeks
 Winter – 6 weeks
 Monthly year round
 Weekly all year round
 Weekly all year round

o Dates are forecasted based on availability of the parks when permit applications are accepted.*



COMMISSION AGENDA ITEM
DOCUMENT ROUTING FORM

2L

Today's Date: 11/9/2022

DOCUMENT TITLE: CITY OF FORT LAUDERDALE OUTDOOR EVENT AGREEMENT - RIVERWALK FORT LAUDERDALE, INC.

COMM. MTG. DATE: 11/1/2022 CAM #: 22-0985 ITEM #: CM-7 CAM attached: ☒ YES ☐ NO

Routing Origin: P&R Router Name/Ext: B.Henry/x4349 Action Summary attached: ☒ YES ☐ NO

CIP FUNDED: ☐ YES ☒ NO

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

1) Dept: CAO Router Name/Ext: K.Nembhard/x5001 # of originals routed: 2 Date to CAO: 11/9/2022

2) City Attorney's Office: Documents to be signed/routed? ☒ YES ☐ NO # of originals attached: 2

Is attached Granicus document Final? ☒ YES ☐ NO Approved as to Form: ☒ YES ☐ NO

Date to CCO: 11/09/22 Patricia SaintVil-Joseph
Attorney's Name

PS
Initials

3) City Clerk's Office: # of originals: 2 Routed to: Donna V./Aimee L./CMO Date: 11/09/22

4) City Manager's Office: CMO LOG #: NOV 24 Document received from: CCO 11/09/22

Assigned to: GREG CHAVARRIA ☒

ANTHONY FAJARDO ☐

SUSAN GRANT ☐

GREG CHAVARRIA as CRA Executive Director ☐

☐ APPROVED FOR G. CHAVARRIA'S SIGNATURE

☐ N/A FOR G. CHAVARRIA TO SIGN

PER ACM: S. Grant (Initial/Date) PER ACM: A. Fajardo (Initial/Date)

☐ PENDING APPROVAL (See comments below)

Comments/Questions: _____

Forward ___ originals to ☐ Mayor ☒ CCO Date: 11-17-22

5) Mayor/CRA Chairman: Please sign as indicated. Forward ___ originals to CCO for attestation/City seal (as applicable) Date: _____

6) City Clerk: Scan original and forwards 1 originals to: B.Henry/x4349

Attach ___ certified Reso # _____ ☐ YES ☐ NO

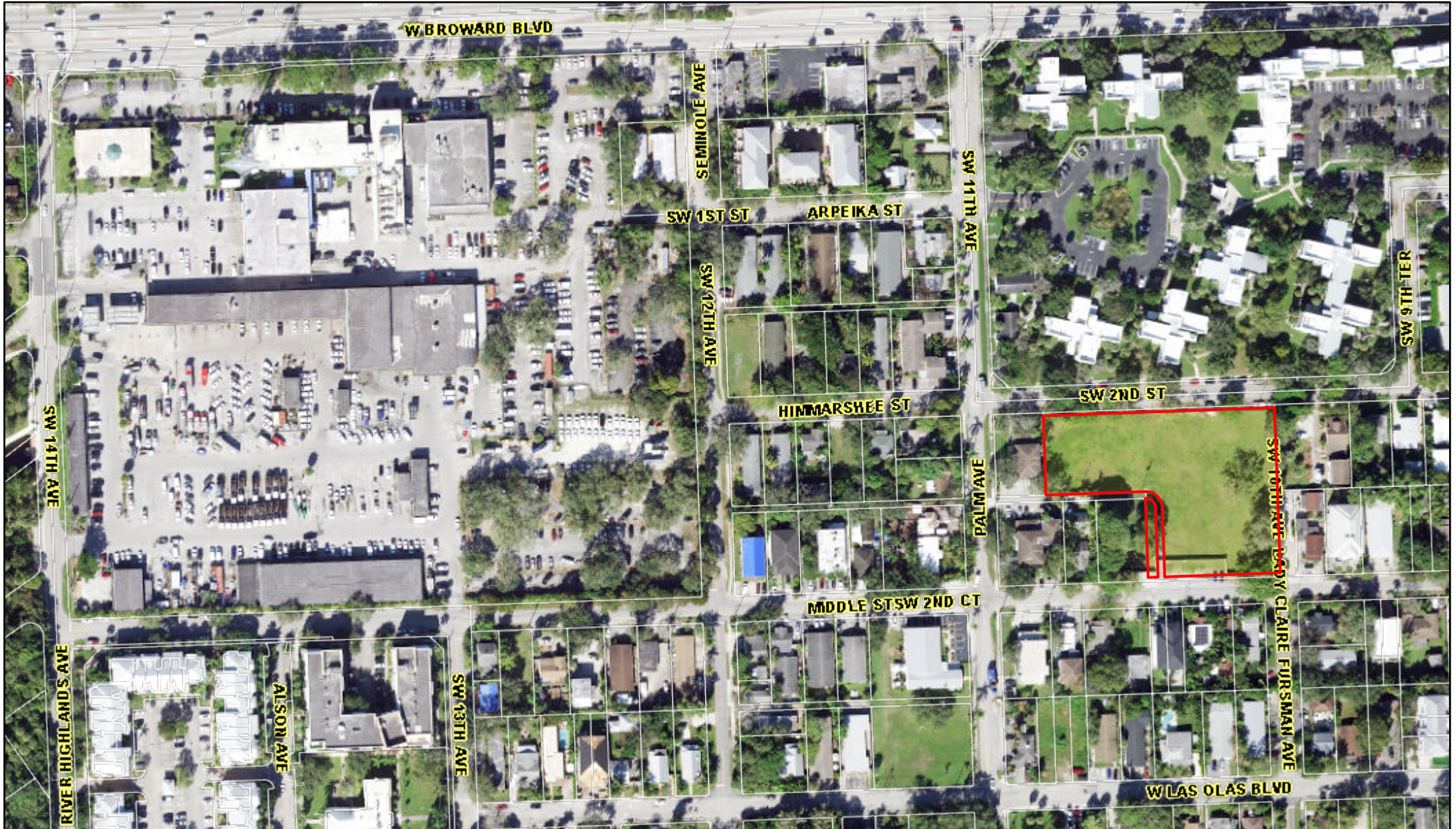
Original Route form to K.Nembhard/x5001

Rev. 10/2022

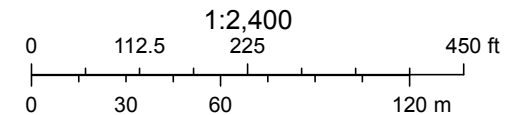
CAM 23-0536

Exhibit 1

Page 17 of 17



May 9, 2023



CAM 23-0516

Exhibit 1

Page 1 of 1

Flight Date : Jan. 6 to Jan. 11, 2023 Broward County Property Appraiser



Memorandum

Memorandum No: 19-076

Date: August 2, 2019

To: Honorable Mayor and Commissioners

From: Chris Lagerbloom, ICMA-CM, City Manager

Re: Outdoor Event Applications

The City of Fort Lauderdale strives to celebrate our community through special events. Currently, there are over 200 outdoor events held annually in the City. While these events are community building, provide entertainment, wellness and draw visitors to our City, they can also, at times, have an impact on the surrounding neighborhoods due to the noise and/or traffic congestion.

In order to promote a better quality of life for our neighbors, we will begin to recommend approval of outdoor event applications with the following time restrictions:

Sunday – Thursday – Music shall not be allowed after 9:00 p.m.
Friday and Saturday – Music shall not be allowed after 10:00 p.m.

These restrictions will not pertain to the Entertainment Districts in the City. They will be allowed to submit Outdoor Event Applications along with associated music entertainment up to 11:00 p.m.

Likewise, in response to recent concerns, all outdoor events that block streets anywhere on the Barrier Island must have all streets open no later than 10:00 a.m.

For more information, please contact Barbara Smith, Special Events Coordinator, at 954-828-6075 or Carolyn Bean, Assistant to the Director, at 954-828-5348.

**AGREEMENT BETWEEN
BROWARD COUNTY AND CITY OF FORT LAUDERDALE**

This Agreement ("Agreement") is made and entered into by and between Broward County, Florida, a political subdivision of the State of Florida ("County"), and the City of Fort Lauderdale, Florida, a municipal corporation of the State of Florida ("City") (each, a "Party" and collectively referred to as the "Parties").

RECITALS

A. City is currently in the process of improving the Fort Lauderdale Police Department Headquarters and Parking Garage, located at 1300 West Broward Boulevard, Fort Lauderdale, Florida 33312 ("Fort Lauderdale Police Headquarters"), and has requested County grant City the right to use the County-owned Staging Area, described below in Section 2 of this Agreement, for use as a temporary construction staging and parking area.

B. County is the owner of the County Properties (defined below) all located in City, which properties the County has identified as locations for future improvements to serve the public health, safety, and welfare of County residents and has requested the support and reasonable cooperation of City in connection with improvements to the County Properties.

C. City, pursuant to Section 95.361, Florida Statutes, is presumed to be the owner of certain real property adjacent to the Broward County Main Library, located at Southeast 1st Street, Fort Lauderdale, Florida 33301 ("Library Property"). City has not been able to verify whether it meets the standards and requirements of Section 95.361, Florida Statutes.

D. County has requested the transfer of ownership of the Library Property to County for purposes of use by County as an outdoor meeting, socialization, event space for library patrons and the community at large, and other public purposes.

E. County has agreed to allow City to use the Staging Area and City has agreed to (1) provide County with support and reasonable cooperation in connection with County's improvements of the County Properties and (2) transfer the Library Property to County, all pursuant to the terms and conditions of this Agreement.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. **Recitals.** The above recitals are true and correct and by this reference are incorporated as if fully set forth herein.

2. **Temporary Construction Staging Area.**

2.1. **Staging Area.** County is the owner of certain real property measuring approximately 66,637 sq. ft., located at 1000 Southwest 2nd Street, Fort Lauderdale, Florida 33312 (Folio No. 5042-09-35-0010), commonly known as the former site of the Broward Addiction Recovery Center ("BARC") ("Staging Area"), as further described in Exhibit A, attached hereto and made a part hereof.

2.2. **Grant of Use.** County hereby grants to City temporary and non-exclusive use of the Staging Area, for the purpose of a construction staging area for the construction taking place at the Fort Lauderdale Police Headquarters ("Permitted Use"). The rights of City under this Agreement shall include a non-exclusive right of City over and across the Staging Area for storage and operation of construction equipment and supplies, trailer, parking, and for ingress and egress. City or other parties (acting pursuant to City's express authorization) shall also have the right to install temporary fencing and signage, store non-hazardous materials and equipment, and install temporary site lighting on the Staging Area. City shall not construct any improvements in or on the Staging Area nor use the Staging Area for any different purpose than the Permitted Use, without the prior written consent of County, which consent may be withheld in County's sole and absolute discretion.

2.3. City's right to utilize the Staging Area for the Permitted Use: (i) shall not attach to the Staging Area; (ii) shall not be construed as a license, easement, lease, or any other encumbrance against the Staging Area; (iii) does not confer upon City any interest in the Staging Area or real property rights whatsoever; and (iv) is non-exclusive, and City reserves the right to simultaneously utilize and allow other parties or entities to utilize the Staging Area for the Permitted Use. Upon the expiration or earlier termination of this Agreement, City shall restore the Staging Area to its status at the Commencement Date (as defined herein).

2.4. City accepts the Staging Area on an "as-is, where-is" basis (with all faults and in its existing condition) in the broadest sense of the term. City agrees to maintain the Staging Area in good, clean condition and to not commit or permit to be committed any waste of the Staging Area. County does not warrant or represent that the Staging Area is safe or suitable for the Permitted Use and City expressly assumes all such risks. City also assumes all risk of loss to any property stored on the Staging Area. County shall not be responsible for any loss or damage to any property stored on the Staging Area whether caused by the negligence of County, its agents, employees, contractors, licensees, mortgagees or by fire, hurricane, flood, or other cause whatsoever.

2.5. **Hazardous Materials.** City shall not use, generate, manufacture, store or transport or dispose of, on or over the Staging Area, any flammable liquids, radioactive materials, hazardous materials, hazardous wastes, hazardous or toxic substances, or any other "hazardous materials" as that term may be defined under

federal or state laws, except for the hazardous materials which may be in the vehicles that City or other entities or parties will park or store on the Staging Area. Should any discharge, leakage, spillage, emission, or pollution of any type occur upon or from the Staging Area as a result of City's use and occupancy thereof, City shall provide notice to County, and City, at its sole cost and expense, shall undertake all appropriate remediation on all the property affected, whether owned by County or any third party, to the satisfaction of County. City must also notify County of any release of hazardous materials that have come or will come to be located on or beneath the Staging Area.

3. **County Properties.**

- 3.1. County has identified the following properties and uses, which properties are all located in City, as locations for improvement and redevelopment opportunities (hereinafter collectively referred to as the "County Properties"):

County Property:	Proposed Use:	Zoning/Permitting Change Required:
1000 Southwest 2nd Street, Fort Lauderdale, Florida 33312	New affordable housing development	Proposed redevelopment must be approved by City's Historic Preservation Board
325 Southwest 28th Street, Fort Lauderdale, Florida 33315	Accommodate an additional 25 beds in the annex area for BARC	City currently limits the number of beds allowed, and County will need a site plan modification
2000 West Commercial Boulevard, Fort Lauderdale, Florida 33309	County governmental facilities	Change zoning designation to support governmental uses

- 3.2. City agrees to support County and cooperate to the greatest extent permissible with County obtaining all required licenses, permits, rezoning approval, authorizations, and the like for improvement of the County Properties, as detailed above in Section 3.1.
- 3.3. The Parties agree that in the event City violates any term or condition of this Agreement and County elects to terminate same, City's pledge of support and cooperation as described in this Section 3, shall survive such termination and continue until County has obtained all required licenses, permits, rezoning approvals, authorizations, and the like for all County Properties.
- 3.4. Nothing herein shall be deemed a waiver of County's obligations to comply with City's Unified Land Development Regulations nor shall City be required to violate any federal, state or local rules, laws, regulations or ordinances or to violate the United States or State of

Florida constitution. The requirement to cooperate is not a guarantee of a particular outcome.

4. **Transfer of Library Property.** On or before thirty (30) days after the Commencement Date (as defined below), City agrees to transfer, assign, and convey to County and County agrees to assume from City a Quit Claim Deed ("Quitclaim Deed") in the form of Exhibit B, conveying: All of City's rights, title, and interest, if any, in and to that certain parcel of land located in the County of Broward, and State of Florida, subject to a reservation unto City for a public and franchise infrastructure and utility easement ("Utility Easement"), as provided in the Quitclaim Deed.

4.1. County acknowledges and agrees to accept the Library Property "as is, where is, with all faults." County acknowledges that City makes no warranties or guarantees of title.

5. **Term.** This Agreement begins on the date it is fully executed by the Parties ("Commencement Date") and continues for one (1) year ("Initial Term"), unless otherwise terminated or extended as provided in this Agreement. County may renew this Agreement for one (1) additional six (6) month term upon the same terms and conditions as set forth in this Agreement (an "Extension Term") by giving notice to City at least thirty (30) days prior to the end of the Initial Term. The Broward County Administrator ("County Administrator") is authorized to exercise this renewal option. The Initial Term and the Extension Term, are collectively referred to as the "Term."

6. **Termination.** This Agreement may be terminated by:

- 6.1. either Party with at least thirty (30) days advance written notice to the other Party;
- 6.2. County in the event City is in breach of this Agreement and has not corrected said breach within five (5) days after receipt of written notice from County identifying the breach;
- 6.3. the County Administrator upon such notice as the County Administrator deems appropriate under the circumstances if the County Administrator ("County Administrator") determines that termination is necessary to protect the public health, safety, or welfare. Notice of termination shall be provided in accordance with the "Notices" section of this Agreement, except that notice of termination by the County Administrator to protect the public, health, safety, or welfare may be oral notice that shall be promptly confirmed in writing; and

7. **Remedies.** In addition to any termination rights stated in this Agreement, the Parties shall be entitled to seek any and all available contractual or other remedies available at law or in equity.

8. **Liability.**

- 8.1. The Parties are state agencies or political subdivisions under Section 768.28, Florida Statutes, and shall be fully responsible for acts and omissions of its agents or employees to the extent permitted by law. Notwithstanding, City shall at all times hereafter indemnify, hold harmless, and defend County and all of County's officers, agents, servants, and employees (collectively, "Indemnified Party") from and against any and all causes of action, demands, claims, losses, liabilities, and expenditures of any kind, including attorneys' fees, court costs, and expenses (collectively, a "Claim"), raised or asserted by any person or entity not a party to this Agreement, which Claim is caused or alleged to be caused, in whole or in part, by any intentional, reckless, or negligent act or omission of City, its current or former officers, employees, agents, or servants, arising from, relating to, or in connection with this Agreement. In the event any Claim is brought against an Indemnified Party, City shall, upon written notice from County, defend each Indemnified Party against each such Claim by counsel satisfactory to County or, at County's option, pay for an attorney selected by County Attorney to defend the Indemnified Party. The obligations of this section shall survive the expiration or earlier termination of this Agreement.
- 8.2. If City contracts with a third party to perform any activities related to City's rights pursuant to this Agreement or City's obligations under this Agreement, City shall enter into a contract with such third party, which contract shall include the following provision:

Indemnification: Contractor shall indemnify, hold harmless, and defend County and all of County's officers, agents, servants, and employees (collectively, "Indemnified Party") from and against any and all causes of action, demands, claims, losses, liabilities, and expenditures of any kind, including attorneys' fees, court costs, and expenses (collectively, a "Claim"), raised or asserted by any person or entity not a party to this Agreement, which Claim is caused or alleged to be caused, in whole or in part, by any intentional, reckless, or negligent act or omission of contractor, its current or former officers, employees, agents, or servants, arising from, relating to, or in connection with this Agreement. In the event any Claim is brought against an Indemnified Party, contractor shall, upon written notice from County, defend each Indemnified Party against each such Claim by counsel satisfactory to County or, at County's option, pay for an attorney selected by County Attorney to defend the Indemnified Party. The obligations of this section shall survive the expiration or earlier termination of this Agreement.

8.3. Except to the extent sovereign immunity may be deemed waived by entering into this Agreement, nothing herein is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity may be applicable. Nothing herein shall be construed as consent by a state agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of this Agreement or any other contract.

8.4. The obligations of this article shall survive the expiration or earlier termination of this Agreement.

9. **Insurance.** The Parties are state agencies or political subdivisions under Section 768.28, Florida Statutes. Upon request by County, City must provide County with written verification of liability protecting that meets or exceeds any requirements of Florida.

10. **Notices.** In order for notice to a party to be effective under this Agreement, notice must be sent via U.S. first-class mail with a contemporaneous copy via e-mail to the addresses listed below and shall be effective upon mailing. The addresses for notice shall remain as set forth herein unless and until changed by providing notice of such change.

Notice to County:

County Administrator
Government Center, Room 409
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Email: mcepero@broward.org

With a copy to:

Director of Real Estate Development
Governmental Center, Room 501
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Email: lmahoney@broward.org

Notice to City:

City Manager
City of Fort Lauderdale
101 NE Third Avenue, 14th Floor
Fort Lauderdale, FL 33301
Email: gchavarria@fortlauderdale.gov

With a copy to:

City Attorney
City of Fort Lauderdale
101 NE Third Avenue, 14th Floor
Fort Lauderdale, FL 33301
Email: dspence@fortlauderdale.gov

11. **Public Records.** The Parties shall comply with all applicable requirements of Chapter 119, Florida Statutes, including the requirements of Section 119.0701.

12. **Binding Effect:** Each person executing this Agreement represents that he or she has been empowered by his or her respective Party to enter into this Agreement and to bind such Party to the commitments and undertakings contained herein. The provisions, conditions, terms, and covenants contained herein shall be of a binding effect. The benefits and advantages hereof shall inure to the respective Parties and the respective successors and assigns.

13. **Prior Agreements:** This Agreement represents the final and complete understanding of the Parties and incorporates, includes, and supersedes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein. There are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written.

14. **Joint Preparation:** This Agreement has been jointly prepared by the Parties hereto and shall not be construed more strictly against either party.

15. **Counterparts:** This Agreement may be executed in any number of counterparts, whether signed physically or electronically, each of which, when executed and delivered, shall constitute an original, but such counterparts shall together constitute one and the same instrument.

16. **Further Assurances:** The Parties shall execute all such instruments, and agree to take all such further actions, that may be reasonably required by any Party to fully effectuate the terms and provisions of this Agreement.

17. **Modification**: No change or modification of this Agreement shall be valid unless in writing and signed by all Parties hereto. No purported waiver of any of the provisions of the Agreement shall be valid unless in writing and signed by the Party allegedly waiving the applicable provision.

18. **Survival**. Either party's right to monitor, evaluate, enforce, audit, and review, any obligations to indemnify and insure, any assurances and certifications, and items of financial responsibility shall survive the expiration or earlier termination of this Agreement but shall expire upon expiration of the statute of limitation as to that particular matter. Any provision of this Agreement which contains a restriction or requirement which extends beyond the date of termination or expiration set forth herein shall survive expiration or earlier termination of this Agreement and be enforceable, but shall expire upon expiration of the statute of limitation as to that particular matter.

19. **Independent Contractor**. The Parties are independent contractors under this Agreement and nothing in this Agreement shall constitute or create a partnership, joint venture, or any other relationship between the Parties. In providing any work, services, or activities under this Agreement, neither party nor its agents shall act as officers, employees, or agents of the other party. Neither party shall have the right to bind the other party to any obligation not expressly undertaken by that party under this Agreement.

20. **Third Party Beneficiaries**. Neither party intends to directly or substantially benefit a third party by this Agreement. Therefore, the Parties acknowledge that there are no third party beneficiaries to this Agreement and no third party shall be entitled to assert a claim against either of them based upon this Agreement.

21. **Assignment**. Neither this Agreement nor any right or interest herein may be assigned by either Party without the prior written consent of the other Party. This provision shall not be construed to prohibit City from allowing others performing services for City to use the Property; such use, however, shall not confer any right of the other Party to claim any rights under this Agreement. If a Party violates this provision, the other Party shall have the right to immediately terminate this Agreement.

22. **Materiality and Waiver of Breach**. Each requirement, duty, and obligation set forth herein was bargained for at arm's-length and is agreed to by the Parties. Each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement, and each is, therefore, a material term hereof. Either party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement. To be effective, any waiver must be in writing signed by an authorized signatory of the waiving party.

23. **Compliance with Laws**. Compliance with Laws. Each party shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations.

24. **Severability.** In the event any part of this Agreement is found to be unenforceable by any court of competent jurisdiction, that part shall be deemed severed from this Agreement and the balance of this Agreement shall remain in full force and effect.

25. **Interpretation.** The titles and headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein," "hereof," "hereunder," and "hereinafter" refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a section or article of this Agreement, such reference is to the section or article as a whole, including all of the subsections of such section, unless the reference is made to a particular subsection or subparagraph of such section or article. Any reference to "days" means calendar days, unless otherwise expressly stated.

26. **Priority of Provisions.** If there is a conflict or inconsistency between any term, statement, requirement, or provision of any document or exhibit attached to, referenced by, or incorporated in this Agreement and any provision of Sections 1 through 30 of this Agreement, the provisions contained in Sections 1 through 30, shall prevail and be given effect.

27. **Law, Jurisdiction, Venue, Waiver of Jury Trial.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **BY ENTERING INTO THIS AGREEMENT, CITY AND COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.**

28. **Incorporation by Reference.** Any and all recital clauses stated above are true and correct and are incorporated in this Agreement by reference. The attached exhibits are incorporated into and made a part of this Agreement.

29. **Force Majeure.** If the performance of this Agreement, or any obligation hereunder is prevented by reason of hurricane, earthquake, or other casualty caused by nature, or by labor strike, war, or by a law, order, proclamation, regulation, ordinance of any governmental agency, the party so affected, upon giving prompt notice to the other party, shall be excused from such performance to the extent of such prevention, provided that the party so affected shall first have taken reasonable steps to avoid and remove such cause of non-performance and shall continue to take reasonable steps to avoid and

remove such cause, and shall promptly notify the other party in writing and resume performance hereunder whenever such causes are removed; provided, however, that if such non- performance exceeds sixty (60) days, the party that is not prevented from performance by the force majeure event shall have the right to terminate this Agreement upon written notice to the party so affected. This section shall not supersede or prevent the exercise of any right the Parties may otherwise have to terminate this Agreement.

30. **Representation of Authority.** Each individual executing this Agreement on behalf of a party hereto hereby represents and warrants that he or she is, on the date he or she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such party and does so with full legal authority.

(The remainder of this page is intentionally left blank.)

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement: BROWARD COUNTY, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the ____ day of _____, 2023, (Agenda Item No. ____), and CITY OF FORT LAUDERDALE, signing by and through its Mayor, duly authorized to execute same.

COUNTY

ATTEST:

BROWARD COUNTY, by and through its
Board of County Commissioners

Broward County Administrator, as
ex officio Clerk of the Broward County
Board of Commissioners

By _____
Mayor

____ day of _____, 2023

Approved as to form by
Andrew J. Meyers
Broward County Attorney
115 South Andrews Avenue, Suite 423
Fort Lauderdale, FL 33301
Telephone: (954) 357-7600

By _____
Claudia Capdesuner (Date)
Assistant County Attorney

By _____
Annika E. Ashton (Date)
Deputy County Attorney

CC/sr
05/15/2023
Agreement and Deed City of Fort Lauderdale and Broward County
#1032908v6

AGREEMENT BETWEEN BROWARD COUNTY AND CITY OF FORT LAUDERDALE

CITY OF FORT LAUDERDALE

ATTEST:

CITY OF FORT LAUDERDALE, a Florida
municipal corporation

By: _____
David N. Soloman, City Clerk

(SEAL)

By: _____
Dean J. Trantalis, Mayor-Commissioner

_____ day of _____, 2023

By: _____
Greg Chavarria, City Manager

_____ day of _____, 2023

APPROVED AS TO FORM:
D'Wayne M. Spence, Interim City Attorney

By: _____
Lynn Solomon, Esq.
Assistant City Attorney

_____ day of _____, 2023

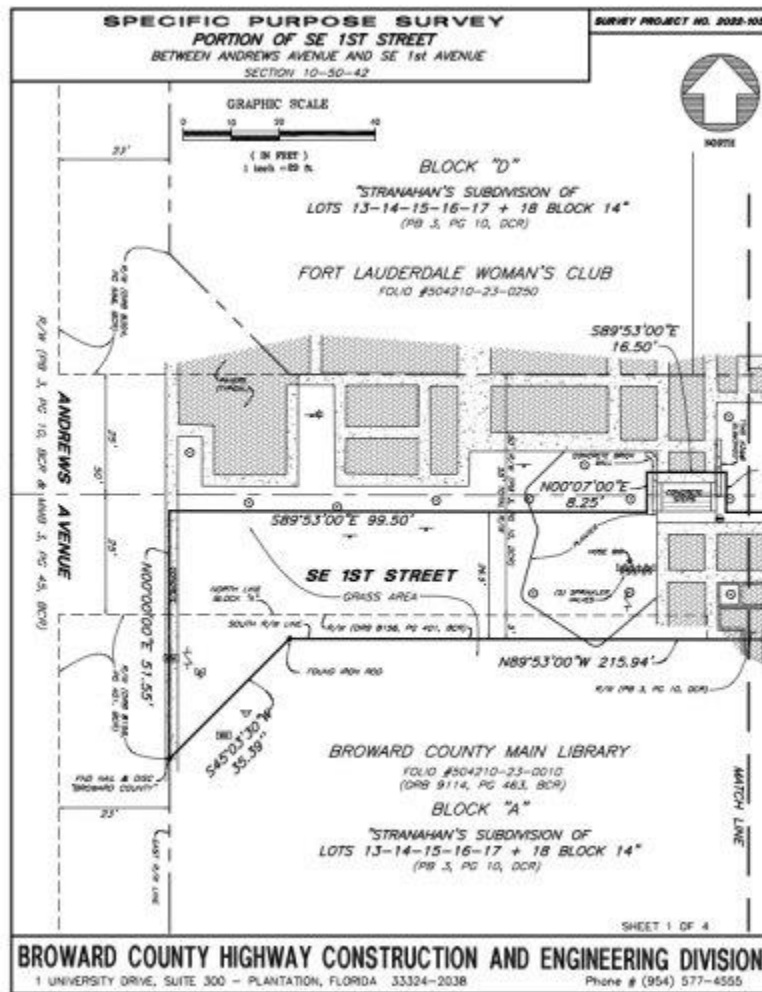
EXHIBIT A – STAGING PROPERTY

Folio No.: 5042-09-35-0010

Legal Description:

WAVERLY PLACE REPLAT POR OF BLK 115 66-8 B PARCEL 1 & W1/2 OF VAC'DSW
10 AVE LYING E OF & ADJ TO PARCEL 1, TOGETHER WITH PARCEL 2

EXHIBIT B – LIBRARY PROPERTY



SPECIFIC PURPOSE SURVEY PORTION OF SE 1ST STREET BETWEEN ANDREWS AVENUE AND SE 1st AVENUE SECTION 10-50-42		SURVEY PROJECT NO. 2022-103																																																		
<div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <p>SYMBOL LEGEND</p> <table border="0"> <tr><td></td><td>BLACK OLIVE TREE</td></tr> <tr><td></td><td>BACKFLOW PREVENTOR</td></tr> <tr><td></td><td>BENCHMARK</td></tr> <tr><td></td><td>WATER VALVE</td></tr> <tr><td></td><td>SPRINKLER</td></tr> <tr><td></td><td>SIGN</td></tr> <tr><td></td><td>CONCRETE LIGHT POLE</td></tr> <tr><td></td><td>FIRE HYDRANT</td></tr> <tr><td></td><td>WATER METER</td></tr> <tr><td></td><td>SPRINKLER VALVE</td></tr> <tr><td></td><td>MANHOLE-UNKNOWN TYPE</td></tr> </table> </div> <div style="width: 45%;"> <p>LEGEND</p> <table border="0"> <tr><td></td><td>= CENTERLINE</td></tr> <tr><td>CONC</td><td>= CONCRETE</td></tr> <tr><td>PB</td><td>= PLAT BOOK</td></tr> <tr><td>OHY</td><td>= OFFICIAL RECORDS BOOK</td></tr> <tr><td>PG</td><td>= PAGE</td></tr> <tr><td>BCR</td><td>= BROWARD COUNTY RECORDS</td></tr> <tr><td>DCR</td><td>= DADE COUNTY RECORDS</td></tr> <tr><td>POB</td><td>= POINT OF BEGINNING</td></tr> </table> </div> <div style="width: 45%;"> <table border="0"> <tr><td>TYP</td><td>= TYPICAL</td></tr> <tr><td>R/W</td><td>= RIGHT-OF-WAY</td></tr> <tr><td>ELEV</td><td>= ELEVATION</td></tr> <tr><td>BM</td><td>= BENCHMARK</td></tr> <tr><td>PSM</td><td>= PROFESSIONAL SURVEYOR AND MAPPER</td></tr> <tr><td>NAL & DSC</td><td>= "BROWARD COUNTY" DSC</td></tr> </table> </div> </div> <p style="text-align: center; margin-top: 10px;">* SOME OR ALL OF THE ABOVE MAY APPEAR ON THIS DRAWING</p>				BLACK OLIVE TREE		BACKFLOW PREVENTOR		BENCHMARK		WATER VALVE		SPRINKLER		SIGN		CONCRETE LIGHT POLE		FIRE HYDRANT		WATER METER		SPRINKLER VALVE		MANHOLE-UNKNOWN TYPE		= CENTERLINE	CONC	= CONCRETE	PB	= PLAT BOOK	OHY	= OFFICIAL RECORDS BOOK	PG	= PAGE	BCR	= BROWARD COUNTY RECORDS	DCR	= DADE COUNTY RECORDS	POB	= POINT OF BEGINNING	TYP	= TYPICAL	R/W	= RIGHT-OF-WAY	ELEV	= ELEVATION	BM	= BENCHMARK	PSM	= PROFESSIONAL SURVEYOR AND MAPPER	NAL & DSC	= "BROWARD COUNTY" DSC
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<p>SURVEY NOTES</p> <ol style="list-style-type: none"> 1) SOURCES OF INFORMATION USED IN THE PREPARATION OF THIS SURVEY ARE AS FOLLOWS: A) THE PLAT OF "STRANAHAN'S SUBDIVISION LOTS 13, 14, 15, 16, 17" AS RECORDED IN PLAT BOOK 3, PAGE 10 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA. B) OFFICIAL RECORDS BOOK 8156, PAGE 401, BROWARD COUNTY RECORDS. C) OFFICIAL RECORDS BOOK 8304, PAGE 556, BROWARD COUNTY RECORDS. D) MISCELLANEOUS MAP BOOK 3, PAGE 45 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA. 2) NO SUBSURFACE FEATURES WERE LOCATED FOR THE PURPOSES OF THIS SURVEY. 3) THE MEASUREMENTS SHOWN HEREON ARE EXPRESSED IN FEET AND DECIMAL PARTS THEREOF. 4) HORIZONTAL FEATURES SHOWN HEREON ARE PLOTTED TO WITHIN 1/20th OF THE MAP SCALE. 5) HORIZONTAL LOCATION OF FEATURES DEPICTED HEREON IS TO THE CENTER OF THE SYMBOL. SYMBOLS MAY BE AT AN ENLARGED SCALE FOR CLARITY. 6) HORIZONTAL AND VERTICAL DATA SHOWN HEREON WAS OBTAINED UTILIZING A "LEICA 702R 2" TOTAL STATION AND "TDS RANGER" DATA COLLECTION SYSTEM. 7) THERE MAY BE ADDITIONAL EASEMENTS, RIGHTS-OF-WAY, OR OTHER RESTRICTIONS THAT ARE NOT SHOWN ON THIS SURVEY THAT MAY BE FOUND IN THE PUBLIC RECORDS OF BROWARD COUNTY. 8) BEARINGS SHOWN HEREON ARE BASED ON AN ASSUMED MERIDIAN. THE EAST LINE OF BLOCK "A", "STRANAHAN'S SUBDIVISION OF LOTS 13-14-15-16-17-18, BLOCK 14", PLAT BOOK 3, PAGE 10, DADE COUNTY PUBLIC RECORDS, IS ASSUMED TO BEAR S 00°00'19" E. 9) NOT VALID WITHOUT THE SEAL AND THE SIGNATURE OF A FLORIDA LICENSED SURVEYOR AND MAPPER. 																																																				
SHEET 3 OF 4																																																				
BROWARD COUNTY HIGHWAY CONSTRUCTION AND ENGINEERING DIVISION 1 UNIVERSITY DRIVE, SUITE 300 - PLANTATION, FLORIDA 33324-2038 Phone # (954) 577-4555																																																				


SPECIFIC PURPOSE SURVEY PORTION OF SE 1ST STREET BETWEEN ANDREWS AVENUE AND SE 1st AVENUE SECTION 10-50-42	SURVEY PROJECT NO. 2022-103
<p><u>LEGAL DESCRIPTION</u></p> <p>A PORTION OF BLOCK "A" AND THE ADJACENT RIGHT-OF-WAY, "STRANAHAN'S SUBDIVISION OF LOTS 13-14-15-16-17 + 18, BLOCK 14", PLAT BOOK 3, PAGE 10, OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA, LYING IN SECTION 10, TOWNSHIP 50 SOUTH, RANGE 42 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:</p> <p>BEGINNING AT THE NORTHEAST CORNER OF SAID BLOCK "A"; THENCE SOUTH 00°00'19" EAST, ALONG THE EAST LINE OF SAID BLOCK "A", A DISTANCE OF 24.96 FEET; THENCE NORTH 44°56'40" WEST, A DISTANCE OF 28.25 FEET; THENCE NORTH 89°53'00" WEST, ALONG A LINE 5 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID BLOCK "A", A DISTANCE OF 215.94 FEET; THENCE SOUTH 45°03'30" WEST, A DISTANCE OF 35.39 FEET; THENCE NORTH 00°00'00" EAST, A DISTANCE OF 51.55 FEET; THENCE SOUTH 89°53'00" EAST, 99.50 FEET; THENCE NORTH 00°07'00" EAST, A DISTANCE OF 8.25 FEET; THENCE SOUTH 89°53'00" EAST, A DISTANCE OF 16.50 FEET; THENCE SOUTH 00°07'00" WEST, A DISTANCE OF 6.50 FEET; THENCE SOUTH 89°53'00" EAST, A DISTANCE OF 144.94 FEET; THENCE SOUTH 00°00'19" EAST, A DISTANCE OF 21.50 FEET TO THE POINT OF BEGINNING.</p> <p>SAID LANDS SITUATE, LYING, AND BEING IN THE CITY OF FORT LAUDERDALE, BROWARD COUNTY, FLORIDA AND CONTAINING 7,564 SQUARE FEET OR 0.1736 ACRES, MORE OR LESS.</p> <p><u>NOTE:</u></p> <p>THIS SPECIFIC PURPOSE SURVEY WAS PERFORMED TO DEPICT LOCATION OF IMPROVEMENTS WITHIN THE RIGHT-OF-WAY LIMITS OF SE 1ST STREET BETWEEN ANDREWS AVENUE AND 1ST AVENUE FOR THE PREPARATION OF A TRANSFER AGREEMENT.</p> <p><u>CERTIFICATION</u></p> <p>I HEREBY CERTIFY THAT THIS MAP OF TOPOGRAPHY AND THE FIELD SURVEY UPON WHICH IT IS BASED ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF, AS PREPARED UNDER MY DIRECTION AND SUPERVISION. I FURTHER CERTIFY THAT THIS MAP OF TOPOGRAPHY AND FIELD SURVEY MEET THE APPLICABLE REQUIREMENTS OF THE STANDARDS OF PRACTICE FOR LAND SURVEYS IN THE STATE OF FLORIDA (CHAPTER 5J-17 FLORIDA ADMINISTRATIVE CODE) PURSUANT TO SECTION 472.027, FLORIDA STATUTES.</p> <p>LATEST DATE OF FIELD SURVEY: 7/28/2022</p> <p>Eric B Augusto Digitally signed by Eric B Augusto Date: 2022.08.11 16:52:19 -04'00'</p> <p>ERIC B AUGUSTO, P.S.M. PROFESSIONAL SURVEYOR AND MAPPER FLORIDA REGISTRATION NUMBER 5695</p> <div style="text-align: center;">  </div> <p style="text-align: right;">SHEET 4 OF 4</p>	
BROWARD COUNTY HIGHWAY CONSTRUCTION AND ENGINEERING DIVISION 1 UNIVERSITY DRIVE, SUITE 300 - PLANTATION, FLORIDA 33324-2038 Phone # (954) 577-4555	

EXHIBIT C – FORM OF QUITCLAIM DEED

Return recorded copy to:

Broward County Real Property Section
115 South Andrews Avenue, Room 501
Fort Lauderdale, FL 33301

This document prepared by
and approved as to form by:
Christina A. Price
Broward County Attorney's Office
115 South Andrews Avenue, Room 423
Fort Lauderdale, FL 33301

Folio:

QUITCLAIM DEED

(Pursuant to Sections 125.411, Florida Statutes)

THIS QUITCLAIM DEED is made this ____ day of _____, 2023, by CITY OF FORT LAUDERDALE, a Florida municipal corporation ("Grantor"), whose address is 100 North Andrews Avenue, Fort Lauderdale, Florida 33301, and BROWARD COUNTY, a political subdivision of the State of Florida ("Grantee"), whose address is Governmental Center, Room 423, 115 South Andrews Avenue, Fort Lauderdale, Florida 33301.

(The terms "Grantor" and "Grantee" as used herein shall refer to the respective parties, and the heirs, personal representatives, successors, and assigns of such parties.)

W I T N E S S E T H:

That Grantor, for and in consideration of TEN DOLLARS (\$10.00) and other valuable considerations, the receipt whereof is hereby acknowledged, does hereby remise, release, and quitclaim unto Grantee, its successors and assigns, forever, all of Grantor's rights, title, and interest, if any, in and to the following described lands, lying and being in Broward County, Florida, to wit:

See Exhibit A, attached hereto and made a part hereof (the "Property").

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity, and claim whatsoever of the said Grantor, either in law or equity, to the only proper use, benefit, and behalf of the said Grantee forever.

RESERVING unto Grantor current public and franchise infrastructure and utility easements. Grantee shall not place any improvements that will unreasonably interfere with Grantor's easements. Grantor shall have the right of ingress and egress in order to inspect, test, maintain, repair, rehabilitate, or replace the existing utilities. Grantor shall replace or repair, at its expense, any nonstructural repairs such as pavers, sod and

landscaping. Further, Grantor shall not install any new or additional infrastructure or utilities within the Property.

THIS CONVEYANCE IS SUBJECT TO all zoning rules, regulations, and ordinances and other prohibitions imposed by any governmental authority with jurisdiction over the Property conveyed herein; existing public purpose utility and government easements and rights of way and other matters of record; and real estate taxes for 2022 and all subsequent years.

IN WITNESS WHEREOF, Grantor has caused these presents to be executed in its name by its Board of City Commissioners acting by the Mayor of said Board and the City Manager, the day and year aforesaid.

GRANTOR

ATTEST:

CITY OF FORT LAUDERDALE, a Florida
municipal corporation

By: _____
David N. Soloman, City Clerk

By: _____
Dean J. Trantalis, Mayor-Commissioner

(SEAL)

_____ day of _____, 2023

By: _____
Greg Chavarria, City Manager

_____ day of _____, 2023

APPROVED AS TO FORM:
D'Wayne M. Spence, Interim City Attorney

By: _____
Lynn Solomon, Esq.
Assistant City Attorney

_____ day of _____, 2023

REF: Approved BCC _____ Item No: _____
Return to BC Real Property Section

EXHIBIT A

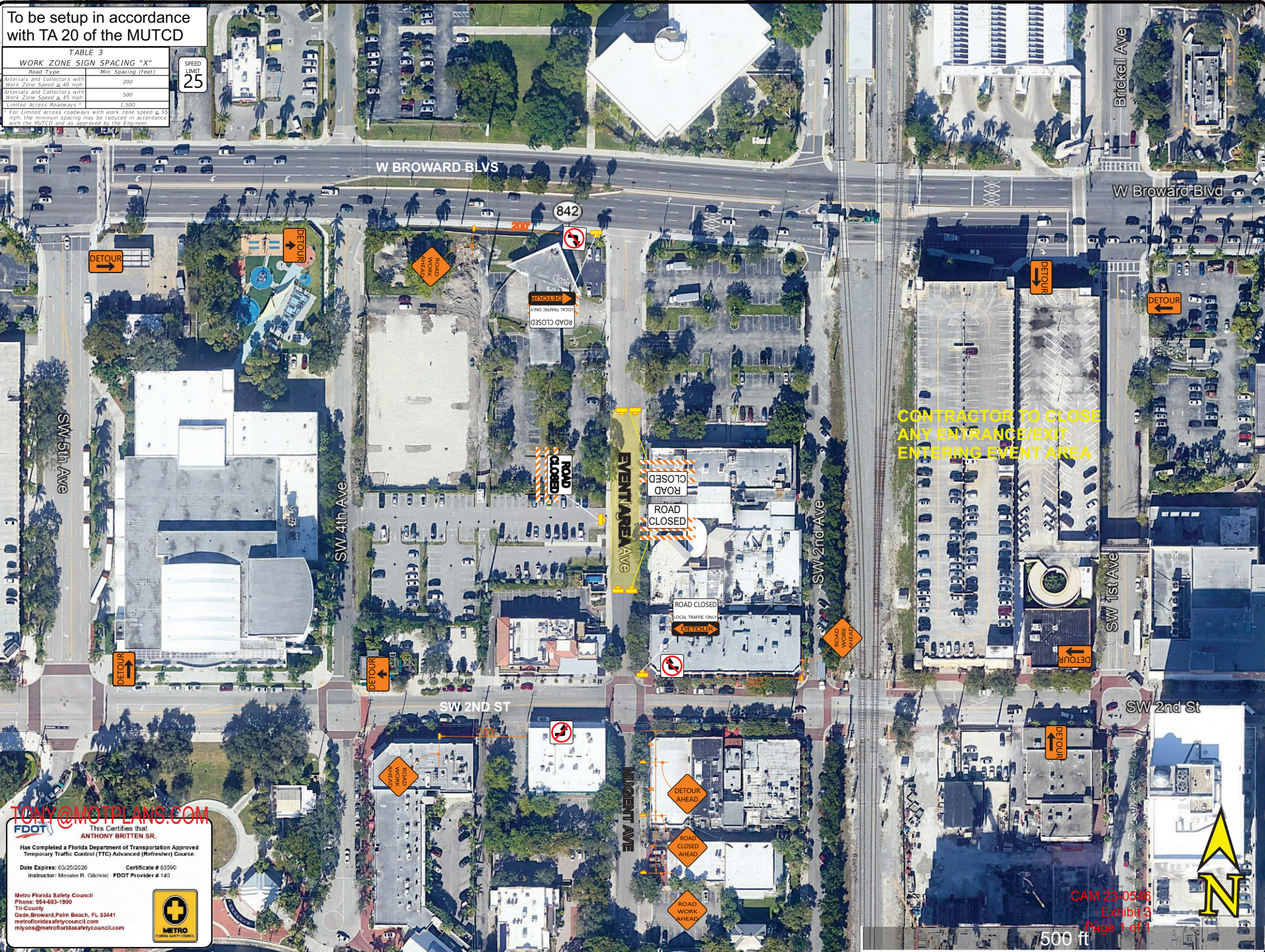
Legal Description

To be setup in accordance with TA 20 of the MUTCD

TABLE 3 WORK ZONE SIGN SPACING "X"	
Road Type	Min. Spacing (feet)
Arterials and Collectors with Work Zone Speed ≤ 40 mph	200
Arterials and Collectors with Work Zone Speed ≤ 45 mph	500
Limited Access Roadways*	1,500

* For limited access roadways with work zone speed ≤ 55 mph, the minimum spacing may be reduced in accordance with the MUTCD and as approved by the Engineer.

SPEED LIMIT
25



TONY@MOTPLANS.COM
 FDOT
 This Certifies that
ANTHONY BRITTEN SR.
 Has Completed a Florida Department of Transportation Approved
 Temporary Traffic Control (TTC) Advanced (Refresher) Course.
 Date Expires: 03/25/2026 Certificate # 63590
 Instructor: Messier R. Gikhrst FDOT Provider # 140

Metro Florida Safety Council
 Phone: 954-493-1900
 Tri-County
 Dade, Broward, Palm Beach, FL 33441
 metrofloridasafetycouncil.com
 mysons@metrofloridasafetycouncil.com

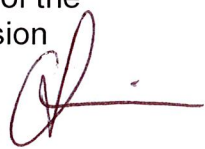
METRO
 FLORIDA SAFETY COUNCIL



**CITY OF FORT LAUDERDALE
City Commission Agenda Memo
REGULAR MEETING**

#23-0395

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

FROM: Greg Chavarria, City Manager 

DATE: May 16, 2023

TITLE: **REVISED M-2** - Motion Approving Task Order No. 2 for Owner's
Representative Services - Fiveash Water Treatment Plant Replacement
Project - Hazen and Sawyer P.C. - ~~\$7,890,991~~ **\$7,733,882** -
(Commission Districts 1, 2, 3 and 4)

Recommendation

Staff recommends the City Commission approve Task Order No. 2, in the amount of ~~\$7,890,991~~ **\$7,733,882** to Hazen and Sawyer, P.C. for Owner's Representative Services for the Fiveash Water Treatment Plant Replacement Project.

Background

The City issued a Request for Qualifications (RFQ 12483-216) in January 2021 to procure an owner's representative to assist the City with replacement of the Fiveash Water Treatment Plant (Fiveash). Hazen and Sawyer, P.C. (Hazen) was selected as the highest ranked firm and most qualified proposer, and was awarded the contract at the June 15, 2021, City Commission meeting (CAM # 21-0610).

Task Order No. 1 was issued to Hazen on May 25, 2022, to assist the City in the technical review of the unsolicited proposals and the negotiation of performance requirements included in the Comprehensive Agreement for the replacement of the Fiveash **Water Treatment Plant**. The Comprehensive Agreement was approved by the City Commission on February 7, 2023 (CAM 23-0196) and the Project is currently in the permitting and pre-construction phase.

Under Task Order No. 2, Hazen will serve as the City's Owner's Representative during the 42 months of design and construction. Services shall include, but not be limited to, the following: attending and presenting at public meetings, establishing and maintaining project controls, reviewing of design, permitting, and technical submittals, conducting public outreach, providing full time on-site inspection, project management assistance, and warranty and closeout assistance.

Resource Impact

There is a fiscal impact to the City in the amount of ~~\$7,890,991~~ **\$7,733,882** for Task Order No. 2 and \$269,329 for in-house project management fees, for a total cost of ~~\$8,160,320~~

\$8,003,211. Funding for this Agreement is contingent upon approval by the City Commission and appropriation of the consolidated budget amendment CAM #23-0089.

Funds available as of April 6, 2023					
ACCOUNT NUMBER	INDEX NAME (Program)	CHARACTER CODE/ SUB-OBJECT NAME	AMENDED BUDGET (Character)	AVAILABLE BALANCE (Character)	AMOUNT
10-497-7999-536- 60-6501-P12765	New Water Treatment Plant – Prospect Lake	Capital Outlay/ Force Account Charges	\$269,329	\$0	\$269,329
10-497-7999-536- 60-6534-P12765	New Water Treatment Plant – Prospect Lake	Capital Outlay/ Consultant Engineering	\$7,890,991	\$0	\$7,890,991 <u>\$7,733,882</u>
TOTAL AMOUNT ►					\$8,160,320 <u>\$8,003,211</u>

Strategic Connections

This item is a *2023 Top Commission Priority*, advancing the Infrastructure and Resilience initiative.

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

- The Infrastructure Focus Area
- Goal 1: Build a sustainable and resilient community.
- Objective: Proactively maintain our water, wastewater, stormwater, road, and bridge infrastructure

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

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

- The Infrastructure Focus Area
- The Sanitary Sewer, Water & Stormwater Element
- Goal 3: Develop and maintain an adequate water supply, treatment, and distribution system, which meets the existing and projected needs of the service area in an efficient, economical, and environmentally sensitive manner.

Attachments

Exhibit 1 - Task Order No. 2

Exhibit 2 - Executed Agreement - June 15, 2021

Prepared by: Daniel Fisher, Senior Project Manager, Public Works
James Hemphill, Program Manager I, Finance
Matthew Eaton, Senior Administrative Assistant, Finance

Department Director: Alan Dodd, Public Works
Linda Short, Finance



CITY OF FORT LAUDERDALE
City Commission Agenda Memo
REGULAR MEETING

#23-0516

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

FROM: Greg Chavarria, City Manager 

DATE: May 16, 2023

TITLE: **WALK ON** - Motion Approving an Agreement between Broward County and
the City of Fort Lauderdale for Property Located at 1000 SW 2 Street, in
Substantially the Form Provided - (**Commission District 2**)

Recommendation

Staff recommends the City Commission approve a motion for an Agreement ("Agreement") between Broward County ("County") and the City of Fort Lauderdale ("City") for property Located at 1000 SW 2nd Street (Folio# 504-209-350-010), in substantially the form provided.

Background

On March 12, 2019, City residents voted in favor of a bond proposal enabling the City to design and construct a new Police Headquarters building and parking structure.

On March 8, 2023, the City Commission awarded a Construction Manager at Risk Agreement, with Moss & Associates, LLC. ("Moss") for the construction of the City of Fort Lauderdale Police Headquarters located at 1300 West Broward Boulevard, Fort Lauderdale, Florida 33312.

The County's property located at 1000 SW 2 Street ("Property") is situated less than a mile away from the impending Police Headquarters construction and is an optimal site for a temporary construction staging and parking area. Covering approximately 1.5 acres, the Property will serve as a staging and parking area for the City and Moss to support construction of the Police Headquarters.

The initial term of the Agreement is for one (1) year with one (1) additional term of six (6) months.

In good faith of the County's support with the Police Headquarters construction, the City will assist the County with the following requests:

- 1) The City agrees to facilitate to greatest extent permissible with the County to obtain all required licenses, permits, rezoning approval, authorizations, and the like for improvement of the three (3) County properties listed in Section 3 of the Agreement; and

- 2) The City agrees to transfer, assign, and convey the City's interest in a portion of SE 1st Street to the County for Broward County Main Library Plaza Restoration efforts as described in Section 4 of the Agreement reserving unto the City a public and private infrastructure and utility easement.

A separate agreement between the City and Moss will be brought forth on June 6th for Moss's use of the site.

Resource Impact

There will be no fiscal impact associated with the proposed action.

Strategic Connections

This item is a *2022 Top Commission Priority*, advancing the Community Response and Safety initiative.

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

- Public Safety
- Goal 6: Build a Safe and Well-Prepared Community
- Objective: Prevent and Solve Crime in All Neighborhoods

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

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

- The Public Safety Focus Area
- The Coastal Management, Community Health and Safety Element
- Goal 4: The City shall coordinate with related partners and agencies (at city, local, county, regional, state, and federal levels) to plan for disaster and emergency management, further the resiliency of coastal area, and ensure city-wide community health and public safety.

Related CAM

CAM 23-0436

Attachments

Exhibit 1 – Property Map

Exhibit 2 – Proposed Agreement

Prepared by: Angela Salmon, Assistant to the City Manager


Charter Officer: Greg Chavarria, City Manager



CITY OF FORT LAUDERDALE
City Commission Agenda Memo
REGULAR MEETING

#23-0536

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

FROM: Greg Chavarria, City Manager 
Greg Chavarria (May 16, 2023 15:07 EDT)

DATE: May 16, 2023

TITLE: **WALK ON** - Motion Approving a Music Exemption, Alcohol and Road
Closure for Riverwalk Fort Lauderdale, Inc. to Host the City of Fort
Lauderdale/Riverwalk Panther Watch Party - (**Commission District 2**)

Recommendation

Staff recommends the City Commission approve a motion approving a music exemption, alcohol and road closure for City of Fort Lauderdale/Riverwalk Panther Watch Party being held on Thursday, May 18, 2023, Saturday, May 20, 2023, Monday, May 22, 2023, Wednesday, May 24, 2023, Friday, May 26, 2023, and Sunday, May 28, 2023.

Background

On November 1, 2022, the City Commission approved an agreement with Riverwalk Fort Lauderdale for calendar year 2023 events held in the Riverwalk district (CAM 22-0985). Riverwalk Fort Lauderdale, Inc. is hosting a series of watch parties for round 3 and round 4 of the Stanley Cup finals.

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

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

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

Event 1: City of Fort Lauderdale/Riverwalk Panther Watch Party

Applicant: Riverwalk Fort Lauderdale, Inc.
Date/Time: Thursday, May 18, 2023, Saturday, May 20, 2023, Monday, May 22, 2023, Wednesday, May 24, 2023, Friday, May 26, 2023 and Sunday, May 28, 2023 (6:00pm – 11:00pm)
Location: Americas Backyard, Huizenga Park and Esplanade Park
Road Closing: Yes – SW 3rd Ave between SW 2nd Ave and Broward Blvd
Alcohol: Yes
Amplified Music: Yes - A digital screen with speakers; a band that plays between periods with speakers. Thursday, May 18, 2023, Saturday, May 20, 2023, Monday, May 22, 2023, Wednesday, May 24, 2023, Friday, May 26, 2023 and Sunday, May 28, 2023 (6:00pm – 11:00pm)*
Special Permission: Amplified Music/Extended Road Closure - Yes
Insurance Required: Yes
Banners: No
Pending Code Violations: No
Application Fee: \$0

****The event organizer has requested a special exemption for the to allow amplified music for these events until 11:00pm from Thursday, May 18, 2023, Saturday, May 20, 2023, Monday, May 22, 2023, Wednesday, May 24, 2023, Friday, May 26, 2023 and Sunday, May 28, 2023**

Resource Impact

There is no fiscal impact associated with this item.

Strategic Connections

This item is a 2022 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*.

Attachments

Exhibit 1 – 2023 Riverwalk Agreement
Exhibit 2 - Commission Memo 19-076
Exhibit 3 – Panther's Watch Party Site Plan

Prepared by: Carolyn Bean, Parks and Recreation

Department Director: Phil Thornburg, Parks and Recreation

WALK ON Commission Agenda Memo 23-0536 REVISED. Additional locations were added (Esplanade Park and Huizenga Park undr the event details

Final Audit Report

2023-05-16

Created:	2023-05-16
By:	Donna Varisco (dvarisco@fortlauderdale.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAuOninxunkrnym4iPbZruPRfN3ScCMOuP

"WALK ON Commission Agenda Memo 23-0536 REVISED. Ad ditional locations were added (Esplanade Park and Huizenga Pa rk undr the event details" History

-  Document created by Donna Varisco (dvarisco@fortlauderdale.gov)
2023-05-16 - 6:58:01 PM GMT
-  Document emailed to Greg Chavarria (GChavarria@fortlauderdale.gov) for signature
2023-05-16 - 6:58:35 PM GMT
-  Email viewed by Greg Chavarria (GChavarria@fortlauderdale.gov)
2023-05-16 - 6:59:40 PM GMT
-  Document e-signed by Greg Chavarria (GChavarria@fortlauderdale.gov)
Signature Date: 2023-05-16 - 7:07:13 PM GMT - Time Source: server
-  Agreement completed.
2023-05-16 - 7:07:13 PM GMT



**CITY OF FORT LAUDERDALE
City Commission Agenda Memo
REGULAR MEETING**

#23-0536

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

FROM: Greg Chavarria, City Manager

DATE: May 16, 2023

TITLE: **WALK ON** - Motion Approving a Music Exemption, Alcohol and Road Closure for Riverwalk Fort Lauderdale, Inc. to Host the City of Fort Lauderdale/Riverwalk Panther Watch Party - (**Commission District 2 and 4**)

Recommendation

Staff recommends the City Commission approve a motion approving a music exemption, alcohol and Road Closure for City of Fort Lauderdale/Riverwalk Panther Watch Party being held on Thursday, May 18, 2023, Saturday, May 20, 2023, Monday, May 22, 2023, Wednesday, May 24, 2023, Friday, May 26, 2023 and Sunday, May 28, 2023 and for the to-be-scheduled dates for NHL Series 4 games.

Background

On November 1, 2022, the City Commission approved an agreement with Riverwalk Fort Lauderdale for calendar year 2023 events held in the Riverwalk district (CAM 22-0985). Riverwalk Fort Lauderdale, Inc. is hosting a series of watch parties for round 3 and likely finals.

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

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

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

Event 1: City of Fort Lauderdale/Riverwalk Panther Watch Party

Applicant: Riverwalk Fort Lauderdale, Inc.
Date/Time: Thursday, May 18, 2023, Saturday, May 20, 2023, Monday, May 22, 2023, Wednesday, May 24, 2023, Friday, May 26, 2023 and Sunday, May 28, 2023 (6:00pm – 11:00pm), and for the to-be-scheduled dates for NHL Series 4 games.
Location: Americas Backyard, and parks within the Riverwalk District including Esplanade Park and Huizenga Park
Road Closing: Yes – SW 3rd Ave between SW 2nd Ave and Broward Blvd
Alcohol: Yes
Amplified Music: Yes - A digital screen with speakers; a band that plays between periods with speakers. Thursday, May 18, 2023, Saturday, May 20, 2023, Monday, May 22, 2023, Wednesday, May 24, 2023, Friday, May 26, 2023 and Sunday, May 28, 2023 (6:00pm – 11:00pm)*, and for the to-be-scheduled dates for NHL Series 4 games.
Special Permission: Amplified Music/Extended Road Closure - Yes
Insurance Required: Yes
Banners: No
Pending Code Violations: No
Application Fee: \$0

****The event organizer has requested a special exemption for the to allow amplified music for these events until 11:00pm from Thursday, May 18, 2023, Saturday, May 20, 2023, Monday, May 22, 2023, Wednesday, May 24, 2023, Friday, May 26, 2023 and Sunday, May 28, 2023, and for the to-be-scheduled dates for NHL Series 4 games.**

Resource Impact

There is no fiscal impact associated with this item.

Strategic Connections

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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

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Attachments

Exhibit 1 – 2023 Riverwalk Agreement

Exhibit 2 - Commission Memo 19-076

Exhibit 3 – Panther's Watch Party Site Plan [for Americas Backyard](#)

Prepared by: Carolyn Bean, Parks and Recreation

Department Director: Phil Thornburg, Parks and Recreation