

City of Fort Lauderdale

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

www.fortlauderdale.gov/fltv

www.youtube.com/cityoffortlauderdale

Cable Television - AT&T U-verse Channel 99



Meeting Minutes

Wednesday, March 8, 2023

6:00 PM

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

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 6:15 p.m.

Pledge of Allegiance

Chasity Roker - Dillard High School Student

ROLL CALL

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

AGENDA ANNOUNCEMENTS

Mayor Trantalis announced the following updates to the published Agenda:

Revisions:

CR-2: Additional information was added to page 18 of the CAM and Exhibit 3.

CR-8: Exhibit 3 was added to combine the two parcels into one Resolution in lieu of the two Resolutions attached as Exhibits 1 and 2.

WALK-ON Agenda Items:

WALK -ON: Motion Approving Settlement Agreement with Anthony Ewell in Case No. 20-CV-60826-AMC, U.S. District Court, Southern District of Florida

WALK-ON: Resolution Approving a Waiver of the Mandatory Formal Bid Requirements of City Code Section 2-181 to Procure Booking Services from Wizard Entertainment, Inc. for the 4th of July Spectacular on Fort Lauderdale Beach -

\$131,400 - (Commission District 2)

PH-2: City Attorney D'Wayne Spence requested that this item be removed from the Agenda.

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

Approval of MINUTES and Agenda

23-0270

Minutes for January 24, 2023, Joint Workshop with Infrastructure Task Force Committee, January 24, 2023, Commission Conference Meeting and January 24, 2023, Commission Regular Meeting - (Commission Districts 1, 2, 3 and 4)

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

APPROVED

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

PRESENTATIONS

PRES- 23-0284

1

Commissioner Glassman to present a Proclamation declaring March 19-25, 2023, as Florida Surveyors and Mappers Week in the City of Fort Lauderdale

Commissioner Glassman presented a Proclamation declaring *March 19-25, 2023, as Florida Surveyors and Mappers Week in the City of Fort Lauderdale*, reading the Proclamation in its entirety. The Proclamation was accepted by Dodie Keith-Lazowick - Keith Team, Scott McLaughlin, P.S.M. - McLaughlin Engineering Company, Anthony Williams - Public Works Department Surveying Supervisor and Charles Harris - Public Works Department Engineering Technician II. Ms. Keith-Lazowick thanked Mayor Trantalis and Commission Members and commented on the history of Florida Surveyors and Mappers in the City.

PRESENTED

DISCUSSION

In response to Vice Mayor Sturman's question regarding an item discussed during the earlier Conference Meeting today, Interim City Attorney D'Wayne Spence clarified details of a Letter of Agreement between the Tarpon River Civic Association (Association) and River Lofts on Fifth, LLC (Developer) which the Developer offered to convey

property to the City for use as a City park, contingent upon City acceptance. The Association would like to know if the City is interested in accepting the property as a City park.

In response to Vice Mayor Sturman's question regarding the process, Interim City Attorney Spence said Parks and Recreation Department Staff would evaluate this opportunity and make a recommendation to the Commission.

Mayor Trantalis recognized Stephanie Toothaker, Esq., on behalf of the Developer. Ms. Toothaker explained details. The Developer is using the parcel for construction staging. When construction is completed, the Developer will work with the Association to convert the property into a pocket park.

In response to Mayor Trantalis' questions, Ms. Toothaker explained the location of the parcel is approximately one (1) block from the New River on 4th Avenue and adjacent to a halfway house. Mayor Trantalis commented on related concerns.

Ms. Toothaker confirmed outreach from the Office of the City Attorney Staff and confirmed she would meet with them to discuss and address. Vice Mayor Sturman said he would be involved in those discussions.

CONSENT AGENDA PUBLIC COMMENT

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

CR-1:

Mayor Trantalis recognized Marc Dickerman, 1417 SW 2nd Street. Mr. Dickerman spoke in support of Agenda item CR-1.

CR-2:

Mayor Trantalis recognized Peter Partington, 1521 NE 53rd Street. Mr. Partington explained history related to efforts to increase the size of Floranada Park. He requested Commission assistance, using Parks Bond funds, to negotiate with the Broward County School Board (School Board) to increase the size of Floranada Park with one-half (½) acre from Floranada Elementary School recreational space. This effort would significantly benefit the Coral Ridge Isles Neighborhood. Mr. Partington submitted a diagram of this area.

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

Commissioner Herbst remarked on conversations with Mr. Partington related to this request and discussed planned development of the Stranahan and Fort Lauderdale High School Stadium at Lockhart Park that provide negotiation opportunities with the School Board for expanding Floranada Park. Further comment and discussion ensued regarding access to recreational space on Floranada Elementary School grounds and Floranada Park.

Mayor Trantalis confirmed his support of Mr. Partington's recommendation to expand Floranada Park and recommended Mr. Partington work with Commissioner Herbst to determine how to move forward with the School Board.

CONSENT AGENDA

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

CM-1: Commissioner Glassman

CM-3: Commissioner Glassman

CR-3: Commissioner Beasley-Pittman

Approval of the Consent Agenda

Vice Mayor Sturman made motion to approve the Consent Agenda and was seconded by Commissioner Herbst.

Approve the Consent Agenda

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

CONSENT MOTION

CM-1 23-0263

Motion Approving a Temporary Beach License and Outdoor Event Agreement for Dig the Beach Volleyball Series - (Commission District 2)

Commissioner Glassman reiterated concerns discussed earlier at the Conference Meeting regarding the need for Staff to address resident concerns related to special events, i.e., loud music and traffic management. He remarked on the need to ensure there is adequate time to notify neighbors of upcoming approved special events and suggested establishing parameters.

Mayor Trantalis commented on CAM backup information. Further

comment and discussion ensued regarding Staff improving special event coordination and Commission consideration on limiting the number of special events on the barrier island.

Phil Thornburg, Parks and Recreation Department Director, explained Staff's efforts to accommodate all special event requests, and discussed related details. He concurred on the late submission date of this special event request. Mr. Thornburg noted an upcoming Commission Conference Meeting general discussion about special events. The Commission makes final decision regarding approval of special events, and Staff would adhere to parameters set by the Commission for special events, including limiting the number of special events.

Commissioner Glassman expounded on his perspective. Further comment and discussion ensued.

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

APPROVED

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

CM-2 23-0206

Motion Authorizing Execution of a Dock Use Agreement with Water Taxi of Fort Lauderdale, LLC from March 1, 2023 to February 29, 2024 and Authorize the City Manager to Execute on Behalf of the City - (Commission District 2)

APPROVED

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

CM-3 23-0235

Motion Approving Recommendations from the Walk of Fame Committee for 2023 Walk of Fame Inductees - (Commission Districts 1, 2, 3 and 4)

Commissioner Glassman remarked on having five (5) 2023 Walk of Fame nominees, commented on his viewpoint regarding the need to incorporate policy limiting the number of Walk of Fame nominees submitted to the Commission, and inquired about having a process in place. Further comment and discussion ensued.

Mayor Trantalis recognized Lillian Small, 408 NW 16th Avenue. Ms. Small explained details associate with the fifth (5th) 2023 Walk of Fame nominee and provided details regarding the Walk of Fame Committee's selection efforts.

Mayor Trantalis commented on future consideration of former Commissioner Carlton Moore as a future Walk of Fame nominee and expounded on Commissioner Moore's contributions to District 3.

In response to Mayor Trantalis' questions, Interim City Attorney Spence explained that a general Commission Resolution established the Walk of Fame Committee, and is unaware of a previous Commission adopting a specific Walk of Fame Committee policy. Further comment and discussion ensued.

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

APPROVED

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

CONSENT RESOLUTION

CR-1 23-0030 Resolution of Support Endorsing New Municipal Capital Projects as Part of the 2023 Mobility Advancement Program Projects for Broward County Surtax Funding - (Commission Districts 1, 2 and 4)

ADOPTED

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

CR-2 23-0087 Resolution Approving the Consolidated Budget Amendment to Fiscal Year 2023 - Appropriation - (Commission Districts 1, 2, 3 and 4)

ADOPTED

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

CR-3 23-0118 Resolution Approving NW 24th Avenue to be also known as "Marcia Pinder Way", between West Sunrise Boulevard and Panther Lane - (Commission District 3)

Mayor Trantalis recognized Rosalind Pinder, 4931 SW 21st Street. Ms. Pinder spoke in support of this Agenda item. She introduced a video highlighting the late Marcia Pinder's contributions to *Dillard High School Women's Basketball Team* and *Dillard High School students*.

Mayor Trantalis recognized Warren Pinder, 360 Utah Avenue. Mr. Pinder spoke in support of this Agenda item.

Mayor Trantalis recognized Casandra D. Robinson, *Dillard High School* Principal. Ms. Robinson spoke in support of this Agenda item.

Commissioner Beasley-Pittman introduced this Resolution which was read by title only.

ADOPTED

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

CR-4 23-0186

Resolution Approving Amendments to the Municipal Cemetery System Investment Policy - (Commission Districts 1, 2, 3 and 4)

ADOPTED

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

CR-5 23-0195

Resolution Delegating Authority to the City Manager to Submit a Grant Application to the Florida Inland Navigation District FY2023 - Waterways Assistance Program - \$45,095 - (Commission Districts 1, 2, 3 and 4)

ADOPTED

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

CR-6 23-0229

Resolution Approving Two Interlocal Agreements with Broward County for the Distribution of Gas Taxes - (Commission Districts 1, 2, 3 and 4)

ADOPTED

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

CR-7 23-0234

Resolution (a) Approving an Application for a Dock Permit for Usage of Public Property by Eric J. Wiborg adjacent to 1029 Cordova Road for an existing 45'+/- long x 8'+/- wide marginal dock and appurtenant upland access steps and (b) Authorizing Execution of a Declaration of Restrictive Covenants - (Commission District 4)

ADOPTED

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

CR-8 23-0249

Resolutions Authorizing the City Manager to Request from the Florida Department of Transportation ("FDOT") (A) Conveyance of Fee Simple Interest in Surplus Real Property to the City of Fort

Lauderdale ("City") and (B) Assignment of Drainage Easement Right to the City of Fort Lauderdale - (Commission District 4)

ADOPTED

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

CONSENT PURCHASE

CP-1 23-0154 Motion Approving an Agreement for Bridge Tending Services - JanCo FS 3, LLC dba Velociti Services - \$197,625.60 - (Commission District 4)

APPROVED

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

CP-2 23-0179 Motion Approving an Agreement for the Purchase of Liquid Chlorine in One Ton Cylinders - Allied Universal Corp. - \$863,640 - (Commission Districts 1, 2, 3 and 4)

APPROVED

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

CP-3 23-0219 Motion Approving Task Order No. 23 and Increase in Funds in the Amount of \$184,167 to the Continuing Contract for General Environmental Engineering Consulting Services - Terracon Consultants, Inc - (Commission Districts 1, 2, 3 and 4)

APPROVED

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

CP-4 23-0230 Motion Approving Negotiated Fee Schedule and Agreement for Construction Engineering Inspection Services for the State Road A1A Streetscape Project - Solid Consulting Engineers, Inc. - \$369,629.64 - (Commission District 2)

APPROVED

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

MOTIONS

M-1 23-0261 Motion Approving Event Agreements and Related Road Closures for

Colorfest, NOBE Sunday Block Party and Heal the Planet -
(Commission Districts 1 and 2)

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

APPROVED

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

M-2 23-0262

Motion Approving Event Agreements and Requests for Music Exemptions for Fiesta Fabuloso Cinco De Mayo Celebration and Waxys St Pats Party - (Commission District 4)

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

APPROVED

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

M-3 23-0164

Motion Approving a Construction Manager at Risk Agreement for the Construction of the City of Fort Lauderdale Police Department Headquarters - Guaranteed Maximum Price of \$118,998,391 - Moss & Associates, LLC - (Commission District 2)

In response to Vice Mayor Sturman's questions, City Manager Chavarria confirmed an additional \$41,000,000 for Furniture, Fixtures, and Equipment (FFE) and soft costs for the new Police Headquarters Building.

Commissioner Beasley-Pittman remarked on her previous request for a comparison of initial project expenses and current estimated expenses.

Mayor Trantalis recognized Anthony Fajardo, Assistant City Manager. Mr. Fajardo explained the difficulty involved with a line-by-line comparison of expenses due to efforts associated with reducing increased construction costs, i.e., moving items to the City's direct purchase option for FFE and other soft costs. He suggested Staff review the backup information with Commissioner Beasley-Pittman to address her questions. Commissioner Beasley-Pittman confirmed.

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

APPROVED

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

M-4 23-0238

Motion Approving a Services Agreement between the City of Fort Lauderdale and the Fort Lauderdale Community Redevelopment Agency (CRA) - (Commission Districts 2 and 3)

Mayor Trantalis recognized Tamika Weaver, 1726 SE 3rd Avenue, Broward House Director. Ms. Weaver discussed her viewpoint regarding the need for affordable housing.

Mayor Trantalis recognized Sister Robin Merrill, 1404 East Las Olas Boulevard. Sister Merrill discussed her viewpoint regarding this Agenda item and recommended allocating funds to the needs of individuals.

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

APPROVED

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

M-5 23-0158

City Clerk Annual Performance Review - (Commission Districts 1, 2, 3 and 4)

Each Commission Member discussed and provided input regarding the job performance of City Clerk David Soloman. Commissioner Herbst recommended a three percent (3%) merit increase for City Clerk Soloman.

In response to Commissioner Herbst's question, Interim City Attorney Spence said that Staff would bring forward a Resolution for a three percent (3%) merit increase retroactive to City Clerk Soloman's anniversary date at the next Commission Regular Meeting.

DISCUSSED

23-0298

WALK-ON - Motion Approving Settlement Agreement with Anthony Ewell in Case No. 20-CV-60826-AMC, U.S. District Court, Southern District of Florida - (Commission Districts 1, 2, 3 and 4)

Interim City Attorney Spence explained details of this Agenda item. The Office of the City Attorney recommends the Commission approve the \$200,000 settlement discussed in a previous Executive Closed-Door Session.

In response to Mayor Trantalis' question, Interim City Attorney Spence confirmed this amount was the recommendation of the Commission.

Commissioner Glassman made a motion to approve this Agenda item

and was seconded by Commissioner Herbst.

APPROVED

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

RESOLUTIONS

R-1 23-0275

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 March 23, 2023, Commission Regular Meeting.

City Clerk David Soloman announced the need for an appointment of a Commission Member to the Central Wastewater Large Users Advisory Board (CWLUB). The CWLUB meets quarterly, and its next meeting is scheduled on May 3, 2023.

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

Commissioner Beasley-Pittman introduced this Resolution which was read by title only.

ADOPTED

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

R-2 23-0207

Resolution Delegating to the Director of the Development Services Department the Authority to Approve and Execute Affordable Housing Development Agreements and Amendments to Affordable Housing Development Agreements - (Commission Districts 1, 2, 3 and 4)

Mayor Trantalis recognized Sister Robin Merrill, 1404 East Las Olas Boulevard. Sister Merrill spoke in support of this Agenda item and discussed her viewpoint regarding the need for affordable housing.

In response to Mayor Trantalis' questions, City Manager Chavarria explained this Agenda item streamlines the approval process of Affordable Housing Development Agreements and Amendments to Affordable Housing Development Agreements (Agreements) by delegating authority to the Development Services Department Director.

Mayor Trantalis responded to Sister Merrill's comments regarding the need for the Commission to be more responsive to affordable housing

needs. He explained the inability of the City to require affordable housing in market rate housing due to Florida Statute.

In response to Vice Mayor Sturman's questions, Chris Cooper, Development Services Department Director, explained these projects go through the normal development approval process, including Code requirements for affordable housing and receipt of related incentives. These Agreements follow the approval process and memorialize the provision of the housing the developer is providing. These projects are subject to Commission call-up depending on the Site Plan Level.

In response to Vice Mayor Sturman's question, Mr. Cooper confirmed the Commission will remain involved with reviewing affordable housing projects and explained these Agreements currently come before the Commission. This Resolution will delegate approval of these Agreements to the Development Services Department Director.

Interim City Attorney Spence clarified the City Charter requires documents to be executed by the Mayor and the City Manager and approved as to form by the City Attorney. The Commission would have considered the terms and conditions of these Agreements during the approval process. Further comment and discussion ensued.

In response to Commissioner Glassman's questions, Interim City Attorney Spence explained the Unified Land Development Regulations (ULDRs) outline provisions of these Agreements, which are standard and memorialize aspects of a project's affordable housing. Commissioner Glassman remarked on his understanding and confirmed his support of this Agenda item.

Commissioner Beasley-Pittman confirmed her agreement with the need to expedite the process to secure affordable housing.

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

ADOPTED

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

R-3 23-0211

Resolution Accepting a Grant Agreement from the Department of Economic Opportunity (DEO) and Authorizing the City Manager to Execute the Grant Agreement and all Documents Necessary or Incidental to the Grant - \$906,510 - (Commission District 1, 2, 3 and 4)

Commissioner Beasley-Pittman introduced this Resolution which was read by title only.

ADOPTED

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

PUBLIC HEARINGS

PH-1 23-0231

Public Hearing - Quasi-Judicial - Ordinance - Rezoning from Industrial (I) District to Northwest Regional Activity Center - Mixed Use West (NWRAC-MUw) District - SJC Sistrunk, LLC - Case No. UDP-Z22019 - (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 Sean Jones, 540 NW 9th Avenue, on behalf of SJC Sistrunk, LLC. Mr. Jones spoke in support of this Agenda item and narrated a presentation.

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

In response to Mayor Trantalis' question, Mr. Jones explained plans for this site include mixed-use development consistent with other area rezoning.

In response to Commissioner Beasley-Pittman's question, it was confirmed this rezoning is consistent with adjacent lots.

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

In response to Interim City Attorney Spence's question, Commissioner Glassman confirmed he would introduce this Ordinance for approval based on the Commission's review of criteria included in the

Commission Agenda Memorandum (CAM).

Commissioner Glassman introduced this Ordinance for the First Reading based on the Commission's review of criteria included in the Commission Agenda Memorandum (CAM) which was read by title only.

PASSED FIRST READING

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

PH-2 23-0233

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.

REMOVED FROM AGENDA

ORDINANCE FIRST READING

OFR-1 23-0190

First Reading - Ordinance Amending the Non-Bargaining-Unit Classification Table of the Pay Plan of the City of Fort Lauderdale, Florida, by Amending One Classification from Non-Classified to Classified - (Commission Districts 1, 2, 3 and 4)

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

PASSED FIRST READING

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

OFR-2 23-0210

First Reading - Ordinance Amending the City of Fort Lauderdale Unified Land Development Regulations (ULDR) to Revise Section 47-13.20, Downtown RAC Review Process and Special Regulations, Section 47-18.21, Mixed Use Development, and Section 47-23.16., Affordable Housing Regulations. Case No. UDP-T22011 - (Commission Districts 1, 2, 3 and 4)

Mayor Trantalis recognized Ebonni Chrispin, 700 SE 3rd Avenue, Healthy Housing Foundation Director of Legislative Affairs and Community Engagement. Ms. Chrispin discussed her viewpoint

regarding this Agenda item and the need for affordable workforce housing.

Mayor Trantalis recognized Sister Robin Merrill, 1404 East Las Olas Boulevard. Sister Merrill spoke in support of this Agenda item and commented on the need for affordable housing.

Mayor Trantalis recognized Walter Duke, 901 SE 5th Court, and Broward Workshop Affordable Housing Committee Chair. Mr. Duke spoke in support of this Agenda item and remarked on additional efforts related to increasing affordable housing.

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

PASSED FIRST READING

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

ORDINANCE SECOND READING

OSR-1 23-0226

Second Reading - Ordinance Amending the City of Fort Lauderdale Unified Land Development Regulations (ULDR) Section 47-10.10 - List of Permitted and Conditional Uses, Commerce Center (CC) District to add Water Treatment Plant as a Use - UDP- T22004 - (Commission Districts 1, 3 and 4)

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

ADOPTED ON SECOND READING

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

Nay: 1 - Commissioner Beasley-Pittman

OSR-2 23-0269

Second Reading - Ordinance Amending the City of Fort Lauderdale Code of Ordinances Chapter Nine, Building and Construction, Article Two Permits and Inspections, Division Two Fees to Adjust Building Fees for Services Related to Land Development and Permitting - (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 - Vice Mayor Sturman, Commissioner Herbst, Commissioner Glassman, Commissioner Beasley-Pittman and Mayor Trantalis

23-0318

WALK ON - Resolution Approving a Waiver of the Mandatory Formal Bid Requirements of City Code Section 2-181 to Procure Booking Services from Wizard Entertainment, Inc. for the 4th of July Spectacular on Fort Lauderdale Beach - \$131,400 - (Commission District 2)

In response to Mayor Trantalis' question, City Manager Chavarria discussed details related to the \$131,400 additional cost for the *4th of July Spectacular on Fort Lauderdale Beach (Event)*. This amount funds \$115,000 of the entertainment artist's cost, and the balance pays the booking agent's fee. The City will announce the name of the entertainment artist on May 6, 2023.

In response to Commissioner Beasley-Pittman's questions, City Manager Chavarria said that the total budget for the Event is \$400,000. Staff provided a memorandum at the beginning of the year that includes 2023 budgeted amounts for City events, including \$400,000 for this Event.

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

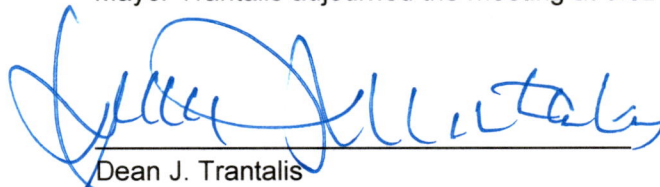
ADOPTED

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

Nay: 1 - Commissioner Beasley-Pittman


ADJOURNMENT

Mayor Trantalis adjourned the meeting at 8:02 p.m.



Dean J. Trantalis
Mayor

ATTEST:



David R. Soloman
City Clerk

RESOLUTION NO. 23-

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT LAUDERDALE, DELEGATING AUTHORITY TO THE CITY MANAGER TO REQUEST THE FLORIDA DEPARTMENT OF TRANSPORTATION ("FDOT") TO CONVEY ANY AND ALL OF ITS INTEREST IN THE CERTAIN PROPERTY AS ACQUIRED BY FDOT BY STIPULATED FINAL JUDGEMENT BEING IDENTIFIED IN THE SKETCHES & LEGAL DESCRIPTIONS ATTACHED TO THIS RESOLUTION LABELED AS EXHIBITS "A" & "B"; WHICH PROPERTY IS TO BE UTILIZED FOR THE PUBLIC PURPOSE OF RESTORING AND MAINTAINING THE WATERWAY OF THE OSCEOLA CREEK, A TRIBUTARY TO THE SOUTH FORK OF THE NEW RIVER; REPEALING ANY AND ALL PARTS OF RESOLUTIONS IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the FDOT acquires real properties, including easement rights appurtenant thereto, for transportation facilities for the citizens of the State of Florida; and

WHEREAS, the FDOT is permitted by law to convey real property, including easement rights appurtenant thereto, that FDOT no longer needs and determines to be surplus to other public entities to further the public needs of the State of Florida; and

WHEREAS, the CITY can utilize FDOT's surplus real property and drainage easement rights over the real property described on the attached Exhibits "A" & "B" for the benefit of restoring and maintaining the waterway at Osceola Creek; and

WHEREAS, it is in the best interests of the citizens of the State of Florida to gain the most benefit from real properties and drainage easement rights appurtenant thereto which were acquired with public funds; and

WHEREAS the CITY is requesting that FDOT convey to the CITY surplus real property and drainage easement rights appurtenant thereto over the real property and drainage easement rights appurtenant thereto described in the attached Exhibits "A" & "B"; and

WHEREAS, the surplus real property and drainage easement rights appurtenant thereto are sought for the restoration and management of the Osceola Creek, a tributary of the South Fork of New River and is proposed to be conveyed to the CITY for the public purpose of providing stormwater management pursuant to the CITY's Osceola Creek Project and would serve a valid municipal purpose.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF FORT LAUDERDALE, FLORIDA:

SECTION 1. The foregoing recitals are true and correct and incorporated into this Resolution by reference.

SECTION 2. The CITY, by and through its City Manager, is hereby authorized to request FDOT to convey any and all surplus real property and drainage easement rights appurtenant thereto to the City pursuant to Section 337.25 (4) (b), Florida Statutes (2022), over the lands described in the attached Exhibits "A" & "B" without consideration, upon condition that said property rights must be utilized for public drainage purposes and that if said property ceases to be utilized for said public drainage purposes, any and all property interests in said property shall automatically revert back to FDOT.

SECTION 3. The surplus real property and drainage easement rights appurtenant thereto to be conveyed by Quit Claim Deed to the CITY by FDOT will be used for the stormwater management which will be in the best interests of the general public for the CITY and will serve a valid municipal purpose.

SECTION 4. That all Resolutions or parts of Resolutions in conflict with this Resolution are hereby repealed.

SECTION 5. This Resolution shall be effective upon final adoption and execution by the proper public officials.

SECTION 6. Upon adoption of this Resolution, the City Clerk shall forward an executed copy of this Resolution to Carlos Martinez, Florida Department of Transportation, 3400 W. Commercial Blvd., Fort Lauderdale, FL 33309-3421, for further handling.

ADOPTED this _____ day of _____, 2023.

Mayor
DEAN J. TRANTALIS

ATTEST:

City Clerk
DAVID R. SOLOMAN

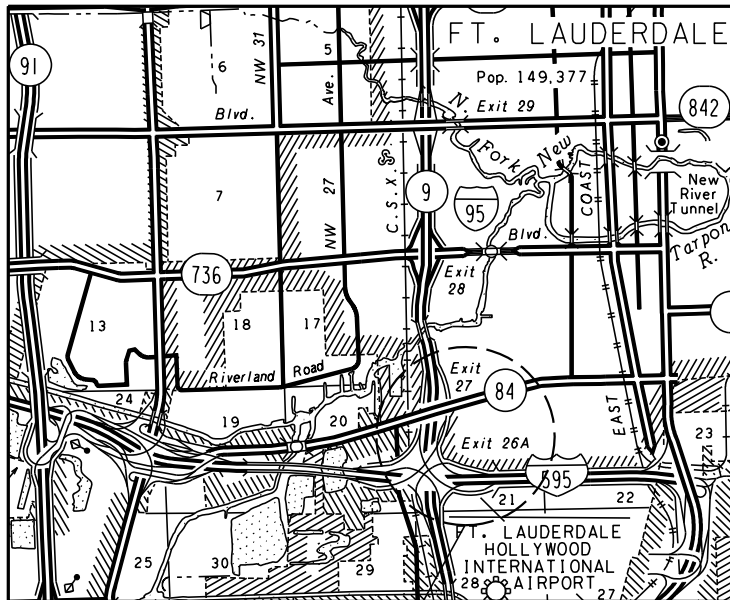
Dean J. Trantalis _____
John C. Herbst _____
Steven Glassman _____

APPROVED AS TO FORM:

Interim City Attorney
D'Wayne Spence

Pamela Beasley-Pittman _____

Warren Sturman _____



LOCATION MAP

RGE. 42 E.

PARCEL LOCATION

NOT TO SCALE

PARCEL 167 PART TRANSFER

OWNER: STATE OF FLORIDA

PARCEL AREA = 1.477 Acres (64,319 SQUARE FEET)

REMAINING AREA = N/A

EXHIBIT "A"

LEGEND:

Δ	= DELTA
B	= BASELINE OF SURVEY
B.C.R.	= BROWARD COUNTY RECORDS
(C)	= CALCULATED
C.B.	= CHORD BEARING
COR.	= CORNER
D.C.R.	= MIAMI-DADE COUNTY RECORDS
EXIST.	= EXISTING
F.P.	= FINANCIAL PROJECT
L	= LENGTH
L/A	= LIMITED ACCESS
LB	= LICENSE BUSINESS
(M)	= MAP
(P)	= PLAT
P.B.	= PLAT BOOK
PG.	= PAGE
P.O.B.	= POINT OF BEGINNING
R	= RADIUS
REF.	= REFERENCE
R/W	= RIGHT OF WAY
RGE.	= RANGE
RT	= RIGHT
SEC.	= SECTION
S.R.	= STATE ROAD
STA.	= STATION
T	= TANGENT
TWP.	= TOWNSHIP

GENERAL NOTES:

1. BEARINGS AND COORDINATES SHOWN HEREON ARE RELATIVE TO THE STATE PLANE COORDINATES, FLORIDA EAST ZONE, NORTH AMERICAN DATUM OF 1983/1990 ADJUSTMENT (NAD 83/90). A BEARING OF NORTH 01°11'28" WEST, HAS BEEN ESTABLISHED BASED ON THE EXISTING EASTERLY L/A R/W LINE OF S.R. 862 / I-595, AS SHOWN F.D.O.T. R/W MAP FOR S.R. 862 / I-595, SECTION 86095-2405, SHEET 17, DATED APRIL 1983. AS ON FILE AT DISTRICT IV SURVEYING AND MAPPING IN FORT LAUDERDALE, FLORIDA.
2. THIS SKETCH EXISTS SOLELY FOR THE PURPOSE OF ILLUSTRATING THE LEGAL DESCRIPTION TO WHICH IT IS ATTACHED.
3. ALL DIMENSIONS ARE BASED ON THE AFORESAID F.D.O.T. R/W MAP FOR S.R. 862 / I-595, UNLESS OTHERWISE NOTED.

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION
DISTRICT 4-SURVEYING AND MAPPING
3400 WEST COMMERCIAL BOULEVARD
FT. LAUDERDALE, FLORIDA 33309
(954) 777-4560

VAULT:/rwmapping/R4233056/RWPS167PART.DGN

FLORIDA DEPARTMENT OF TRANSPORTATION

PARCEL SKETCH - NOT A SURVEY

STATE ROAD NO. 862 / I-595

BROWARD COUNTY

REVISE LABELS	BAIN	12/14/22	BY	DATE	PREPARED BY:	SCALE:	FM No. 423305-6-32-01
REV. SQ. FT. / ACRES	BAIN	10/28/22			FDOT DISTRICT 4	N/A	
ADD LESS OUTS	BAIN	06/16/22	DRAWN	MJR	10/13/2021		
REVISION	BY	DATE	CHECKED	EEW	10/15/2021		

F.P. NO. N/A

SECTION 86095-2405

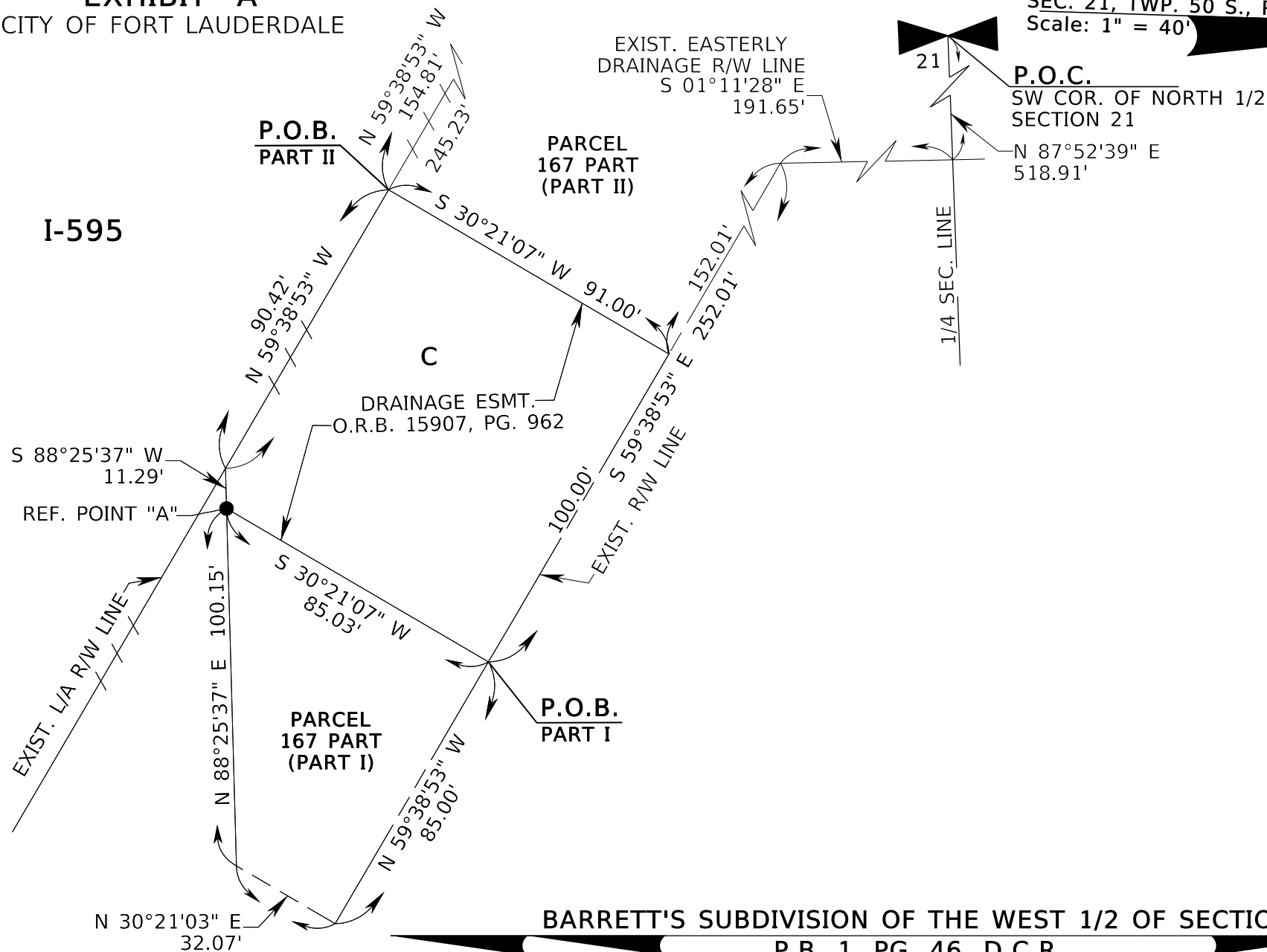
SHEET 1 OF 8

Exhibit 3

EXHIBIT "A"

CITY OF FORT LAUDERDALE

SEC. 21, TWP. 50 S., RGE. 42 E.
Scale: 1" = 40'

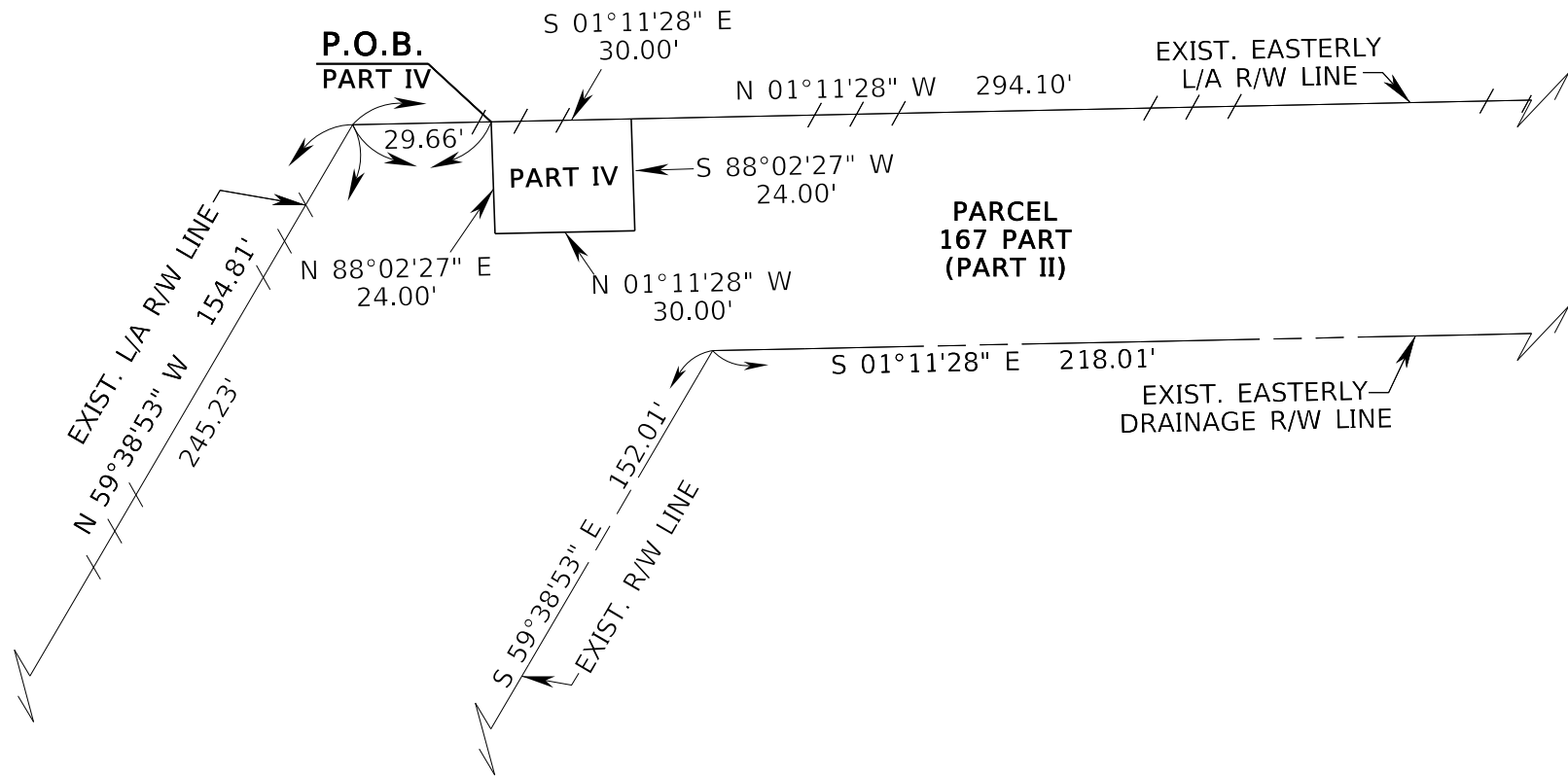


VAULT:/rwmapping/R4233056/RWPS167PART.DGN

FLORIDA DEPARTMENT OF TRANSPORTATION PARCEL SKETCH THIS IS NOT A SURVEY				STATE ROAD NO. 862 / I-595					BROWARD COUNTY		
	REVISE LABELS	BAIN	12/14/22		BY	DATE	PREPARED BY: FDOT DISTRICT 4	SCALE: 1" = 40'	FM No. 423305-6-32-01		
	REV. SQ. FT. / ACRES	BAIN	10/28/22								
	ADD LESS OUTS	BAIN	06/16/22	DRAWN	MJR	10/13/2021					
	REVISION	BY	DATE	CHECKED	EEW	10/15/2021	F.P. NO. N/A	SECTION 86095-2405	CAM 23-0846	Exhibit 3	

SEC. 21, TWP. 50 S., RGE. 42 E.
Scale: 1" = 40'

I-595



P.B. 1, PG. 46, D.C.R.

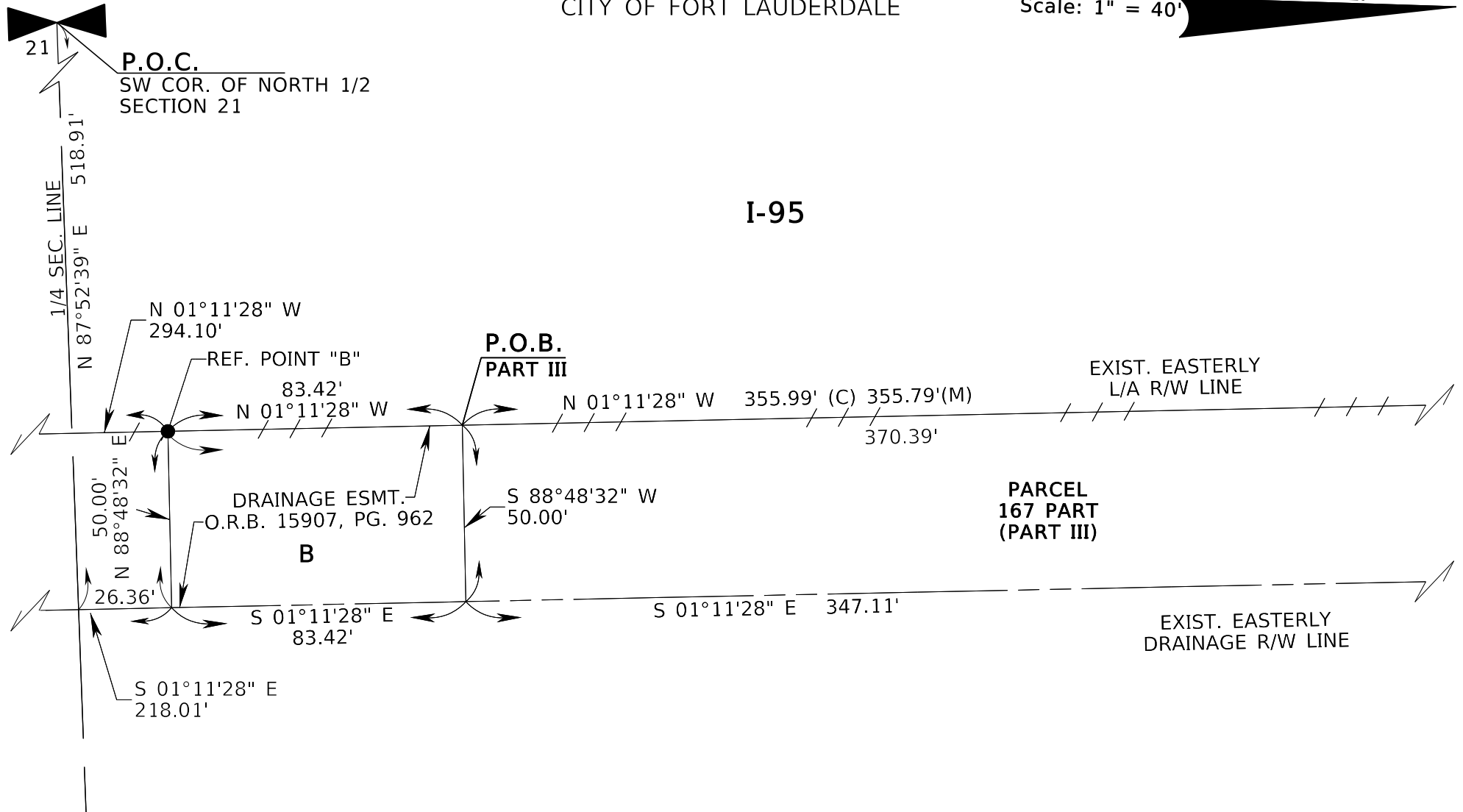
VAULT:/rwmapping/R4233056/RWPS167PART.DGN

FLORIDA DEPARTMENT OF TRANSPORTATION PARCEL SKETCH THIS IS NOT A SURVEY			STATE ROAD NO. 862 / I-595					BROWARD COUNTY		
	REVISE LABELS	BAIN	12/14/22		BY	DATE	PREPARED BY:	SCALE:		
	REV. SQ. FT. / ACRES	BAIN	10/28/22				FDOT DISTRICT 4	1" = 40'		FM No. 423305-6-32-01
	ADD LESS OUTS	BAIN	06/16/22	DRAWN	MJR	10/13/2021				
	REVISION	BY	DATE	CHECKED	EEW	10/15/2021	F.P. NO. N/A	SECTION 86095-2405	SAM 23-50419	3 OF 8

EXHIBIT "A"

CITY OF FORT LAUDERDALE

SEC. 21, TWP. 50 S., RGE. 42 E.
Scale: 1" = 40'



BARRETT'S SUBDIVISION OF THE WEST 1/2 OF SECTION 21

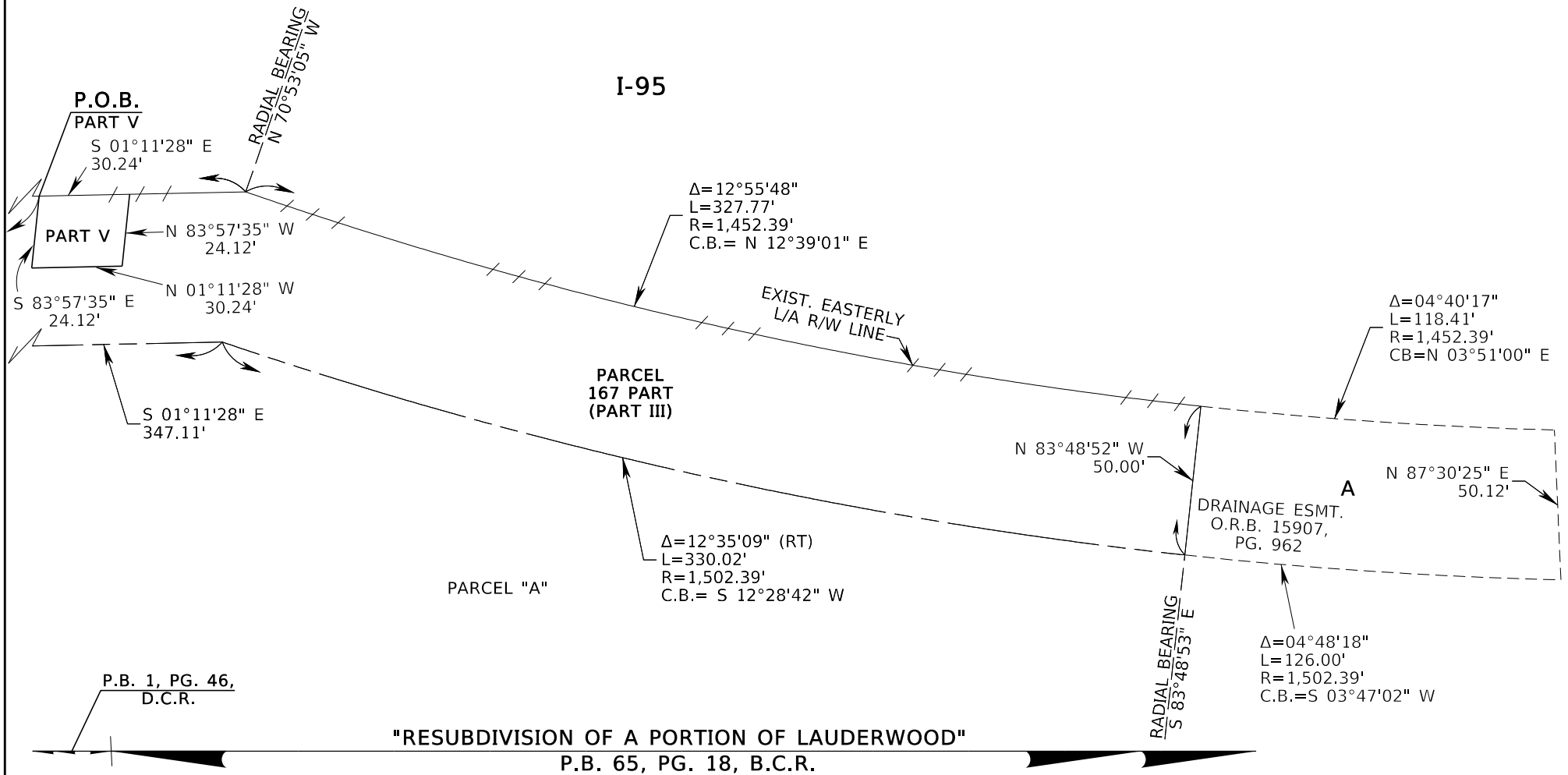
P.B. 1, PG. 46, D.C.R.

VAULT:/rwmapping/R4233056/RWPS167PART.DGN

FLORIDA DEPARTMENT OF TRANSPORTATION PARCEL SKETCH THIS IS NOT A SURVEY				STATE ROAD NO. 862 / I-595				BROWARD COUNTY	
	REVISE LABELS	BAIN	12/14/22		BY	DATE	PREPARED BY:	SCALE:	FM No. 423305-6-32-01
	REV. SQ. FT. / ACRES	BAIN	10/28/22				FDOT DISTRICT 4	1" = 40'	
	ADD LESS OUTS	BAIN	06/16/22	DRAWN	MJR	10/13/2021			
	REVISION	BY	DATE	CHECKED	EEW	10/15/2021	F.P. NO. N/A	SECTION 86095-2405	4 OF 8

EXHIBIT "A"
CITY OF FORT LAUDERDALE

SEC. 21, TWP. 50 S., RGE. 42 E.
Scale: 1" = 50'



VAULT:/rwmapping/R4233056/RWPS167PART.DGN

FLORIDA DEPARTMENT OF TRANSPORTATION PARCEL SKETCH THIS IS NOT A SURVEY				STATE ROAD NO. 862 / I-595				BROWARD COUNTY	
	REVISE LABELS	BAIN	12/14/22		BY	DATE	PREPARED BY:	SCALE:	FM No. 423305-6-32-01
	REV. SQ. FT. / ACRES	BAIN	10/28/22				FDOT DISTRICT 4	1" = 50'	
	ADD LESS OUTS	BAIN	06/16/22	DRAWN	MJR	10/13/2021			
	REVISION	BY	DATE	CHECKED	EEW	10/15/2021	F.P. NO. N/A	SECTION 86095-2405	SHEET 5 OF 8

EXHIBIT "A"

PART I

Those portions of: Parcel A of the RESUBDIVISION OF A PORTION OF LAUDERWOOD, according to the Plat thereof, as recorded in Plat Book 65, Page 18, of the Public Records of Broward County, Florida AND Tracts 8 and 9 and the unnumbered Tract between said Tracts 8 and 9, BARRETT'S SUBDIVISION, of the West 1/2 of Section 21, Township 50 South, Range 42 East, as recorded in Plat Book 1, Page 46, of the Public Records of Miami-Dade County, Florida; being more particularly described as follows:

Commence at the Southwest corner of the North 1/2 of said Section 21; thence run along the South line of said North 1/2, North 87°52'39" East 518.91 feet; Thence South 01°11'28" East 191.65 feet; Thence South 59°38'53" East 252.01 feet to the POINT OF BEGINNING (Part I); Thence South 30°21'07" West 85.03 feet to a point herein after referred as Reference Point A; Thence North 88°25'37" East 100.15 feet; Thence North 30°21'03" East 32.07 feet; Thence North 59°38'53" West 85.00 feet to the POINT OF BEGINNING (Part I).

Containing 4,977 square feet, more or less.

TOGETHER WITH

PART II

COMMENCE at Reference Point A, thence South 88°25'37" West, a distance of 11.29 feet to a point on the Existing L/A R/W line of S.R. 862 / I-595 (as shown on F.D.O.T. R/W map for S.R. 862 / I-595, Section 86095-2405, Page 17, dated April 1983); Thence North 59°38'53" West along aforesaid Existing L/A R/W line, a distance of 90.42 feet to the POINT OF BEGINNING (Part II); Thence continue North 59°38'53" West along said Existing L/A R/W line, a distance of 154.81 feet to point on the Existing Easterly L/A R/W line of said S.R. 862 / I-595 (as shown on aforesaid F.D.O.T. R/W map for S.R. 862 / I-595, Section 86095-2405; Thence North 01°11'28" West along said Existing Easterly L/A R/W line, a distance of 294.10 feet to a point herein after referred as Reference Point B; Thence North 88°48'32" East, a distance of 50.00 feet to a point on the Existing Easterly Drainage R/W line; Thence South 01°11'28" East along said Existing Easterly Drainage R/W line, a distance of 218.01 feet; Thence continue South 59°38'53" East along aforesaid Existing R/W line, a distance of 152.01 feet; Thence South 30°21'07" West, a distance of 91.00 feet to the POINT OF BEGINNING (Part II).

VAULT:/rwmapping/R4233056/RWPS167PART.DGN

			FLORIDA DEPARTMENT OF TRANSPORTATION					
			PARCEL SKETCH - THIS IS NOT A SURVEY					
			STATE ROAD NO. 862 / I-595					
			BROWARD COUNTY					
REVISE LABELS	BAIN	12/14/22		BY	DATE	PREPARED BY:	SCALE:	FM No. 423305-6-32-01
REV. SQ. FT. / ACRES	BAIN	10/28/22				FDOT DISTRICT 4	N/A	
ADD LESS OUTS	BAIN	06/16/22	DRAWN	MJR	10/13/2021			
REVISION	BY	DATE	CHECKED	EEW	10/15/2021	F.P. NO. N/A	SECTION 86095-2405	CAM 23-0010T 6 OF 8 Exhibit 3

EXHIBIT "A"

PART II CONTINUED

LESS PART IV

COMMENCE at Reference Point A, thence South 88°25'37" West, a distance of 11.29 feet to a point on the Existing L/A R/W line of S.R. 862 / I-595 (as shown on F.D.O.T. R/W map for S.R. 862 / I-595, Section 86095-2405, Page 17, dated April 1983); Thence North 59°38'53" West along aforesaid Existing L/A R/W line, a distance of 245.23 feet; Thence continue North 01°11'28" West along said Existing L/A R/W line, a distance of 29.66 feet to the POINT OF BEGINNING (Part IV); Thence North 88°02'27" East, a distance of 24.00 feet; Thence North 01°11'28" West, a distance of 30.00 feet; Thence South 88°02'27" West, a distance of 24.00 feet; thence South 01°11'28" East, a distance of 30.00 feet to the POINT OF BEGINNING (Part IV).

Containing 0.598 acres (26,044 square feet), more or less.

TOGETHER WITH

PART III

COMMENCE at Reference Point B, thence North 01°11'28" West along aforesaid Existing Easterly L/A R/W line, a distance of 83.42 feet to the POINT OF BEGINNING (Part III); Thence continue North 01°11'28" West along said Existing Easterly L/A R/W line, a distance of 355.99 feet to the beginning of a non-tangent curve concave Northwesterly, having a chord bearing of North 12°39'01" East; Thence Northeasterly along the said curve, having a radius of 1,452.39 feet, through a central angle of 12°55'48" and arc distance of 327.77 feet to the end of said curve; Thence South 83°48'52" East, a distance of 50.00 feet to a point on the aforesaid Existing Easterly Drainage R/W line, and a point on a non-tangent curve concave Northwesterly, having a chord bearing of South 12°28'42" West; Thence Southwesterly along the said curve and said Existing Easterly Drainage R/W line, having a radius of 1,502.39 feet, through a central angle of 12°35'09" and arc distance of 330.02 feet to the end of said curve; Thence continue South 01°11'28" East along said Existing Easterly Drainage R/W line, a distance of 347.11 feet; Thence South 88°48'32" West, a distance of 50.00 feet to POINT OF BEGINNING (Part III).

VAULT:/rwmapping/R4233056/RWPS167PART.DGN

			FLORIDA DEPARTMENT OF TRANSPORTATION					
			PARCEL SKETCH - THIS IS NOT A SURVEY					
			STATE ROAD NO. 862 / I-595					
			BROWARD COUNTY					
REVISE LABELS	BAIN	12/14/22		BY	DATE	PREPARED BY:	SCALE:	FM No. 423305-6-32-01
REV. SQ. FT. / ACRES	BAIN	10/28/22				FDOT DISTRICT 4	N/A	
ADD LESS OUTS	BAIN	06/16/22	DRAWN	MJR	10/13/2021			
REVISION	BY	DATE	CHECKED	EEW	10/15/2021	F.P. NO. N/A	SECTION 86095-2405	CAM 23-0049 Exhibit 3

EXHIBIT "A"

PART III CONTINUED

LESS PART V

COMMENCE at Reference Point B, thence North 01°11'28" West along aforesaid Existing Easterly L/A R/W line, a distance of 370.39 feet to the POINT OF BEGINNING (Part V); Thence South 83°57'35" East, a distance of 24.12 feet; thence North 01°11'28" West, a distance of 30.24 feet; Thence North 83°57'35" West, a distance of 24.12 feet; Thence South 01°11'28" East, a distance of 30.24 feet to POINT OF BEGINNING (Part V).

Containing 0.764 acres (33,298 square feet), more or less.

Said combined lands lying in the City of Fort Lauderdale, Broward County, Florida and containing a total of 1.477 acres (64,319 square feet), more or less.

I hereby certify that the sketch and legal description was prepared under my direction and that said sketch and legal description is in compliance with the Standards of Practice as set forth by the Florida Board of Professional Surveyors and Mappers, in Chapter 5J-17, Florida Administrative Code, Pursuant to Section 472.027, Florida Statutes.


Jeffrey D. Smith


Date

Florida Surveyor & Mapper No. 4805
Florida Department of Transportation

NOT VALID WITHOUT THE ORIGINAL SIGNATURE
AND SEAL OF A FLORIDA LICENSED SURVEYOR
AND MAPPER.



VAULT:/rwmapping/R4233056/RWPS167PART.DGN

FLORIDA DEPARTMENT OF TRANSPORTATION PARCEL SKETCH - THIS IS NOT A SURVEY

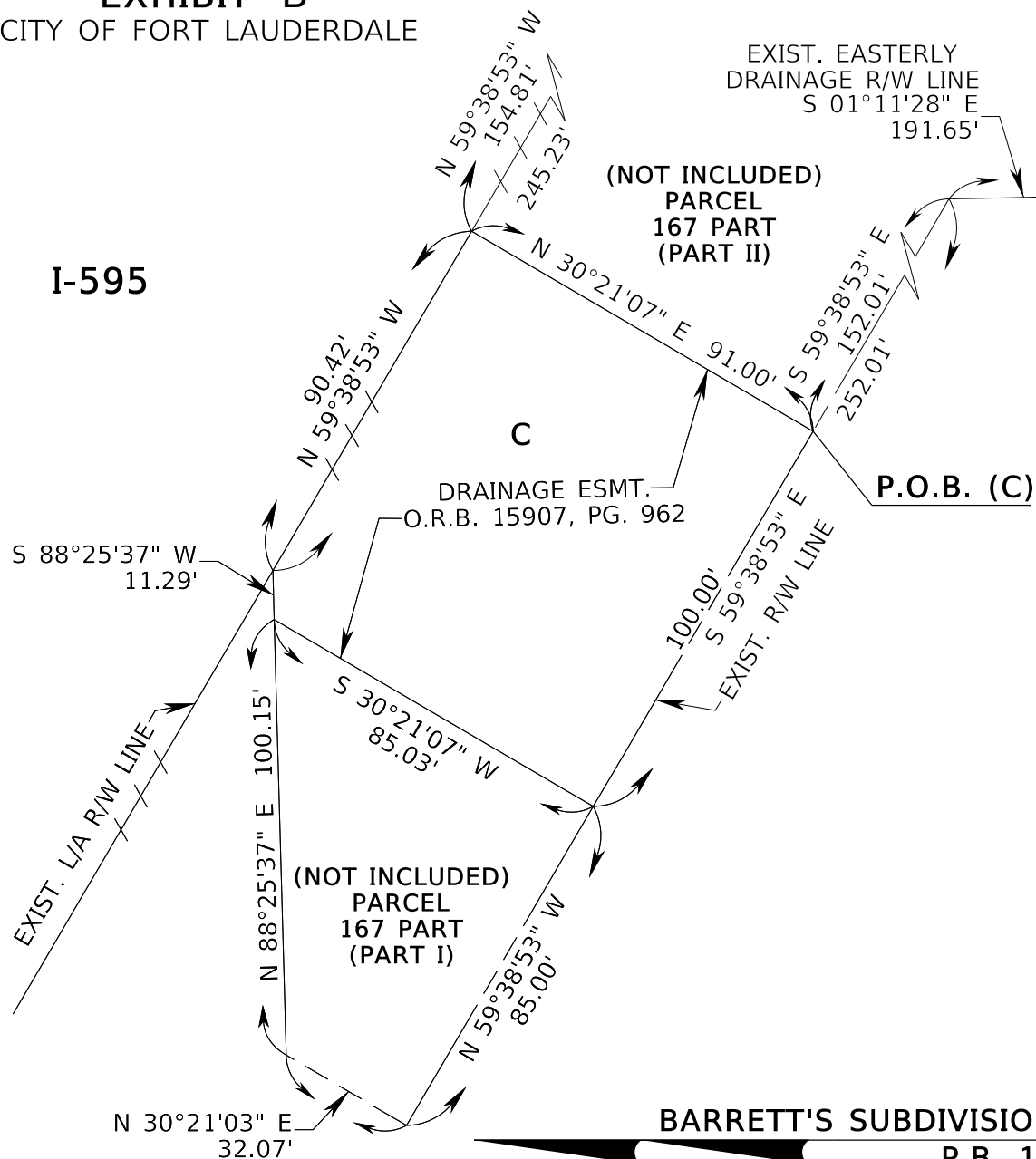
			FLORIDA DEPARTMENT OF TRANSPORTATION						
			PARCEL SKETCH - THIS IS NOT A SURVEY						
			STATE ROAD NO. 862 / I-595						
			BROWARD COUNTY						
REVISE LABELS	BAIN	12/14/22		BY	DATE	PREPARED BY: FDOT DISTRICT 4		SCALE: N/A	FM No. 423305-6-32-01
REV. SQ. FT. / ACRES	BAIN	10/28/22	DRAWN	MJR	10/13/2021	F.P. NO. N/A		SECTION 86095-2405	SHEET 8 OF 8
ADD LESS OUTS	BAIN	06/16/22	CHECKED	EEW	10/15/2021				
REVISION *	BY	DATE							



EXHIBIT "B"

CITY OF FORT LAUDERDALE

I-595



SEC. 21, TWP. 50 S., RGE. 42 E.
Scale: 1" = 40'

P.O.C.
SW COR. OF NORTH 1/2
SECTION 21
N 87°52'39" E
518.91'

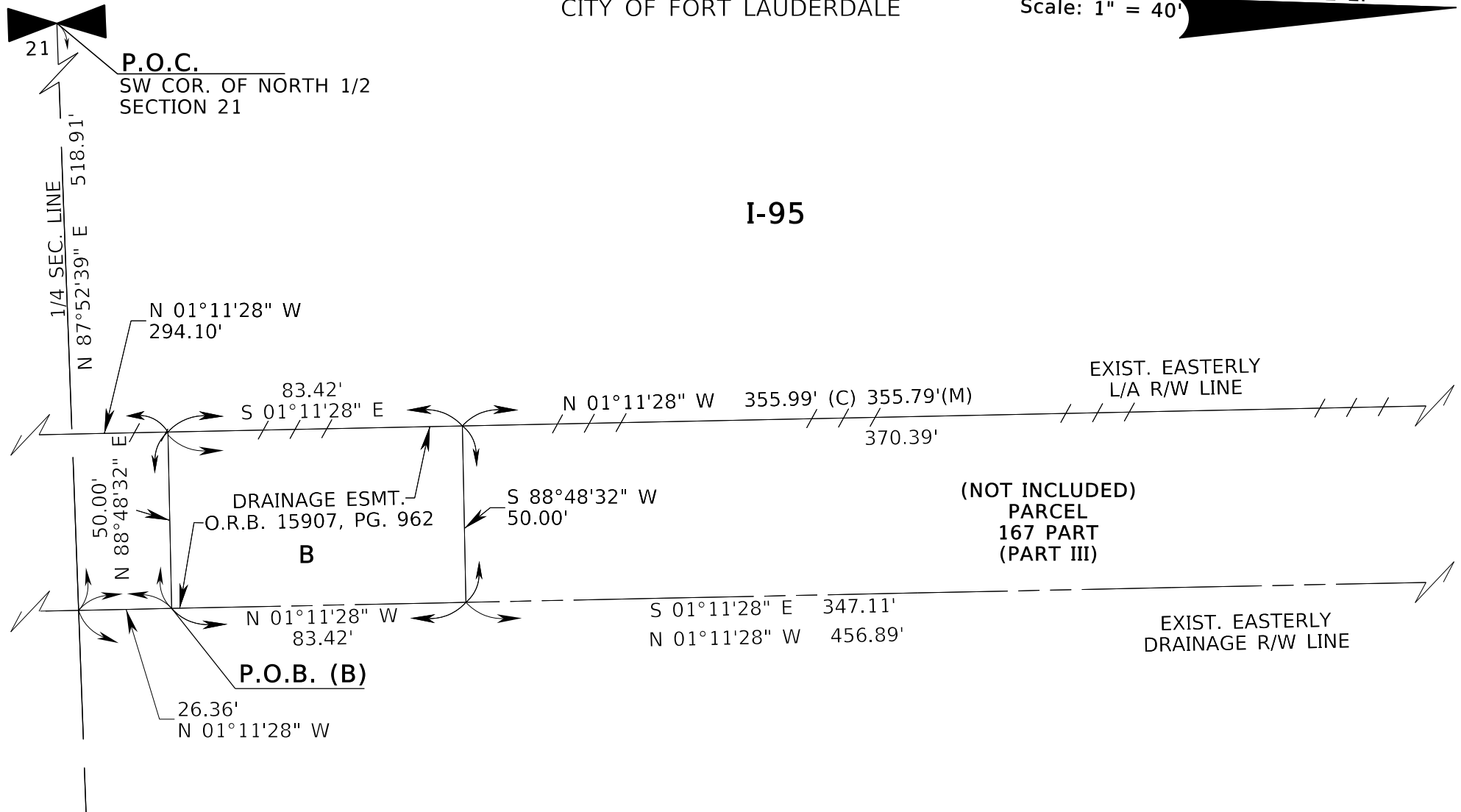
BARRETT'S SUBDIVISION OF THE WEST 1/2 OF SECTION 21
P.B. 1, PG. 46, D.C.R.

VAULT:/rwmapping/R4233056/RWPS801PART.DGN

FLORIDA DEPARTMENT OF TRANSPORTATION PARCEL SKETCH THIS IS NOT A SURVEY				STATE ROAD NO. 862 / I-595				BROWARD COUNTY	
						BY		DATE	PREPARED BY:
								SCALE:	FM No. 423305-6-32-01
								1" = 40'	
	REVIEW PER CITY CMTS	BAIN	01/25/23	DRAWN	BAIN	01/04/23	FDOT DISTRICT 4		
	REVISION	BY	DATE	CHECKED	RODRIGUEZ	01/04/23	F.P. NO. N/A		SECTION 86095-2405
							GAM 23-0040		2 OF 7
							Exhibit 3		

EXHIBIT "B"
CITY OF FORT LAUDERDALE

SEC. 21, TWP. 50 S., RGE. 42 E.
Scale: 1" = 40'



BARRETT'S SUBDIVISION OF THE WEST 1/2 OF SECTION 21
P.B. 1, PG. 46, D.C.R.

VAULT:/rwmapping/R4233056/RWPS801PART.DGN

FLORIDA DEPARTMENT OF
TRANSPORTATION
PARCEL SKETCH
THIS IS NOT A SURVEY

REVIEW PER CITY CMTS	BAIN	01/25/23	
REVISION	BY	DATE	

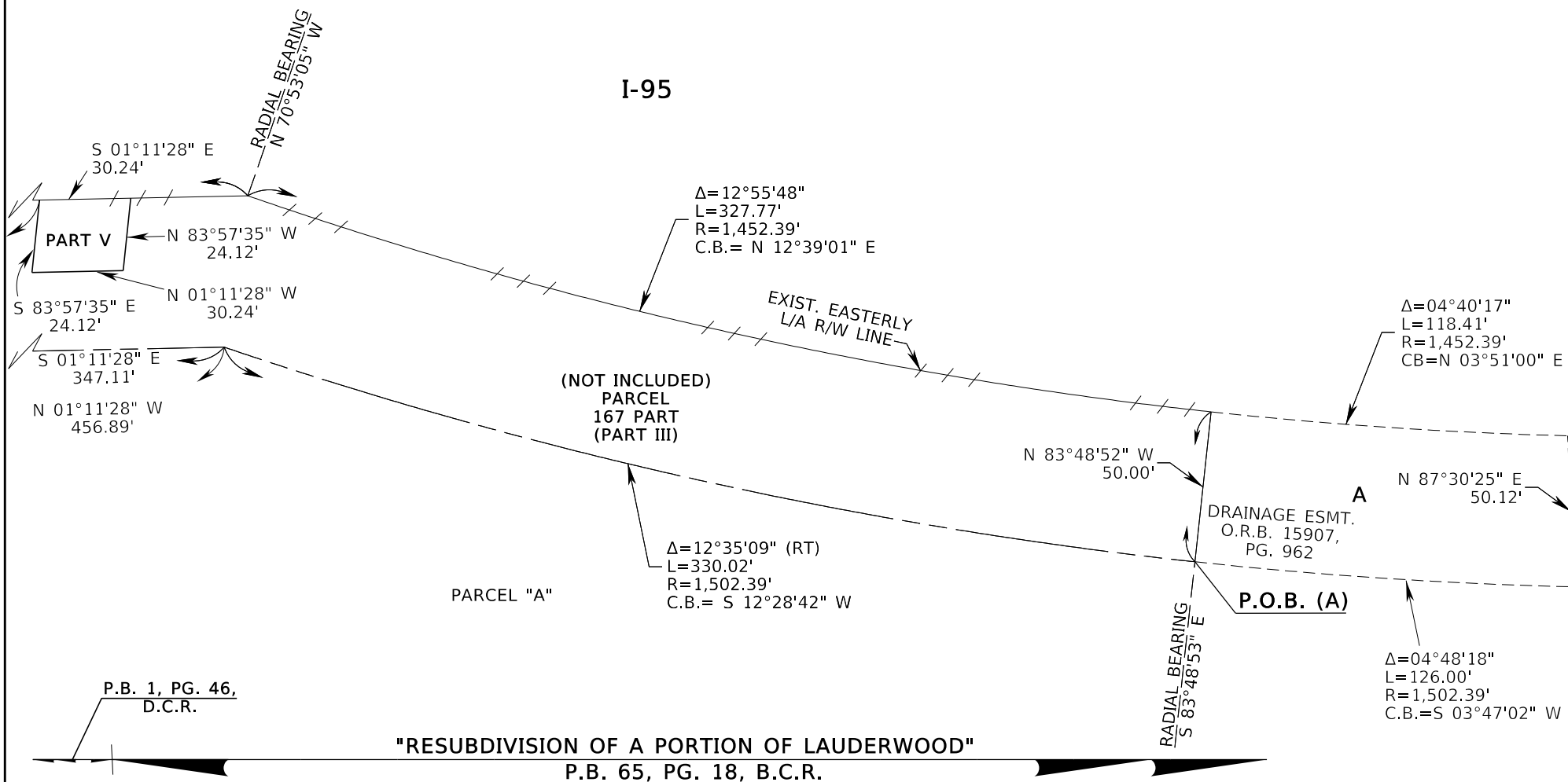
STATE ROAD NO. 862 / I-95

BROWARD COUNTY

	BY	DATE	PREPARED BY:	SCALE:	FM No. 423305-6-32-01
			FDOT DISTRICT 4	1" = 40'	
DRAWN	BAIN	01/04/23	F.P. NO. N/A	SECTION 86095-2405	Sheet 3 OF 7
CHECKED	RODRIGUEZ	01/04/23			Exhibit 3

SEC. 21, TWP. 50 S., RGE. 42 E.
Scale: 1" = 50'

Scale: 1" = 50'



FLORIDA DEPARTMENT OF TRANSPORTATION PARCEL SKETCH THIS IS NOT A SURVEY				STATE ROAD NO. 862 / I-595				BROWARD COUNTY				
					BY	DATE	PREPARED BY:	SCALE:	FM No. 423305-6-32-01			
							FDOT DISTRICT 4	1" = 50'				
	REVIEW PER CITY CMTS	BAIN	01/25/23	DRAWN	BAIN	01/04/23	F.P. NO. N/A			SECTION 86095-2405		
	REVISION	BY	DATE	CHECKED	RODRIGUEZ	01/04/23						
						GAM 23-0245			SHEET 4 OF 7			

EXHIBIT "B"

(A) A portion of Parcel A of the Resubdivision of a portion of Lauderwood per plat recorded in Plat Book 65, page 18 of the Public Records of Broward County, Florida and Tracts 8 and 9 and the unnumbered Tract between said Tracts 8 and 9 of F. A. Barrett's Subdivision of the West 1/2 of Section 21, Township 50 South, Range 42 East per plat recorded in Plat Book 1, page 46 of the Public Records of Dade County, Florida; being more particularly described as follows:

COMMENCE at the Southwest corner of the North 1/2 of said Section 21; Thence run along the South line of said North 1/2 of Section 21 North 87°52'39" East 518.91 feet; Thence North 01°11'28" West 456.89 feet along the Existing Easterly Drainage Right of Way line to the beginning of a non-tangent curve concave Northwesterly, having a chord bearing of South 12°28'42" West; Thence Northeasterly along the said curve and said Existing Easterly Drainage R/W line, having a radius of 1,502.39 feet, through a central angle of 12°35'09" and arc distance of 330.02 feet to the end of said curve and to the POINT OF BEGINNING; Thence North 83°48'52" West, 50.00 feet to the beginning of a curve concave Westerly, having a chord bearing of North 03°51'00" East; Thence Northeasterly along the said curve, having a radius of 1,452.39 feet through a central angle of 04°40'17" and arc distance of 118.41 feet to the end of said curve; Thence North 87°30'25" East, 50.12 feet to the beginning of a curve concave Westerly, having a chord bearing of South 03°47'02" West; Thence Southwesterly along the said curve, having a radius of 1502.39 feet through a central angle of 04°48'18" and arc distance of 126.00 feet to the end of said curve and to the POINT OF BEGINNING.

Containing 6,110 square feet, more or less.

TOGETHER WITH

(continued on page 3)

VAULT:/rwmapping/R4233056/RWPS801PART.DGN

			FLORIDA DEPARTMENT OF TRANSPORTATION				
			LEGAL DESCRIPTION - NOT A SURVEY				
			STATE ROAD NO. 862 / I-595				BROWARD COUNTY
				BY	DATE	PREPARED BY:	SCALE:
						FDOT DISTRICT 4	N/A
REVIEW PER CITY CMTS	BAIN	01/25/23	DRAWN	BAIN	01/04/23	FM No. 423305-6-32-01	
REVISION	BY	DATE	CHECKED	RODRIGUEZ	01/04/23	F.P. NO. N/A	SECTION 86095-2405
							5 OF 7
							Exhibit 3

EXHIBIT "B"

(B) A portion of Parcel A of the Resubdivision of a portion of Lauderwood per plat recorded in Plat Book 65, page 18 of the Public Records of Broward County, Florida and Tracts 8 and 9 and the unnumbered Tract between said Tracts 8 and 9 of F. A. Barrett's Subdivision of the West 1/2 of Section 21, Township 50 South, Range 42 East per plat recorded in Plat Book 1, page 46 of the Public Records of Dade County, Florida; being more particularly described as follows:

COMMENCE at the Southwest corner of the North 1/2 of said Section 21; Thence run along the South line of said North 1/2 of Section 21 North 87°52'39" East 518.91 feet; Thence North 01°11'28" West 26.36 feet to the POINT OF BEGINNING; Thence continue North 01°11'28" West 83.42 feet; Thence South 88°48'32" West 50.00 feet; Thence South 01°11'28" East 83.42 feet; Thence North 88°48'32" East 50.00 feet to the POINT OF BEGINNING.

Containing 4,171 square feet, more or less.

(C) A portion of Parcel A of the Resubdivision of a portion of Lauderwood per plat recorded in Plat Book 65, page 18 of the Public Records of Broward County, Florida and Tracts 8 and 9 and the unnumbered Tract between said Tracts 8 and 9 of F. A. Barrett's Subdivision of the West 1/2 of Section 21, Township 50 South, Range 42 East per plat recorded in Plat Book 1, page 46 of the Public Records of Dade County, Florida; being more particularly described as follows:

COMMENCE at the Southwest corner of the North 1/2 of said Section 21; Thence run along the South line of said North 1/2 of Section 21 North 87°52'39" East 518.91 feet; Thence South 01°11'28" East 191.65 feet; Thence South 59°38'53" East 152.01 feet to the POINT OF BEGINNING; Thence continue South 59°38'53" East 100.00 feet; Thence South 30°21'07" West 85.03 feet; Thence South 88°25'37" West 11.29 feet; Thence North 59°38'53" West 90.42 feet; Thence North 30°21'07" East 91.00 feet to the POINT OF BEGINNING.

Containing 9,073 square feet, more or less.

(continued on page 4)

VAULT:/rwmapping/R4233056/RWPS801PART.DGN

			FLORIDA DEPARTMENT OF TRANSPORTATION								
			LEGAL DESCRIPTION - NOT A SURVEY								
			STATE ROAD NO. 862 / I-595								
			BROWARD COUNTY								
			BY			DATE		PREPARED BY:		SCALE:	
			BAIN			01/04/23		FDOT DISTRICT 4		N/A	
REVIEW PER CITY CMTS			BAIN			01/25/23		DRAWN		BAIN	
REVISION			BY			DATE		CHECKED		RODRIGUEZ	
								F.P. NO. N/A		SECTION 86095-2405	
								GAM 23-0048		SHEET 6 OF 7	
								Exhibit 3			

EXHIBIT "B"

Said combined lands lying in the City of Fort Lauderdale, Broward County, Florida and containing a total of 0.444 acres (19,354 square feet), more or less.

I hereby certify that the sketch and legal description was prepared under my direction and that said sketch and legal description is in compliance with the Standards of Practice as set forth by the Florida Board of Professional Surveyors and Mappers, in Chapter 5J-17, Florida Administrative Code, Pursuant to Section 472.027, Florida Statutes.

 1/4/2023
Jeffrey D. Smith Date

Florida Surveyor & Mapper No. 4805
Florida Department of Transportation



NOT VALID WITHOUT THE ORIGINAL SIGNATURE
AND SEAL OF A FLORIDA LICENSED SURVEYOR
AND MAPPER.

VAULT:/rwmapping/R4233056/RWPS801PART.DGN

FLORIDA DEPARTMENT OF TRANSPORTATION LEGAL DESCRIPTION - NOT A SURVEY

STATE ROAD NO. 862 / I-595

BROWARD COUNTY

				BY	DATE	PREPARED BY: FDOT DISTRICT 4	SCALE: N/A	FM No. 423305-6-32-01
REVIEW PER CITY CMTS	BAIN	01/25/23	DRAWN	BAIN	01/04/23	F.P. NO. N/A		
REVISION	BY	DATE	CHECKED	RODRIGUEZ	01/04/23			
						SECTION 86095-2405	SHEET 7 OF 7	

SECTION 86095-2405

SHEET 7 OF 7




CITY OF FORT LAUDERDALE
City Commission Agenda Memo
REGULAR MEETING

#23-0298

Interi

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

FROM: D'Wayne M. Spence, Interim City Attorney 

DATE: March 8, 2023

TITLE: **WALK-ON** - Motion Approving Settlement Agreement with Anthony Ewell
in Case No. 20-CV-60826-AMC, U.S. District Court, Southern District of
Florida - **(Commission Districts 1, 2, 3 and 4)**

Recommendation

The Interim City Attorney recommends that the City Commission approve a Settlement Agreement, in substantially the form attached, with Anthony Ewell, in Case No. 20-CV-60826-AMC, U.S. District Court, Southern District of Florida, by paying Anthony Ewell the sum of \$200,000 in settlement of all claims for damages, costs and attorney's fees.

Background

On October 26, 2018, Anthony Ewell was arrested by the City of Fort Lauderdale Police Department for disorderly intoxication, resisting/obstruction without violence and trespass after warning. During the arrest Ewell sustained a broken left ankle, facial lacerations and dental injuries. Mr. Ewell was subsequently prosecuted, tried by a jury and acquitted on the charges of disorderly intoxication and resisting/obstruction without violence. The trespass after warning charge was dropped by the state. On April 22, 2020, Mr. Ewell filed a civil action in U.S. District Court, Southern District of Florida (Case No. 20-CV-60826-AMC) against the City of Fort Lauderdale and the City's arresting officer for violation of his civil rights, false arrest, excessive force and malicious prosecution. After extensive litigation, the parties have reached an agreement in the federal civil case, subject to City Commission approval, whereby the City will pay the total sum of \$200,000 in full settlement of all claims for damages, costs and attorney fees. Mr. Ewell will simultaneously dismiss with prejudice the federal civil lawsuit.

Resource Impact

There will be a fiscal year impact to the City in FY 2023 in the amount of \$200,000. Funds for this are available in the City's FY 2023 budget in the account(s) listed below:

Funds available as of March 2, 2023

ACCOUNT NUMBER	INDEX NAME (Program)	CHARACTER CODE/ SUB-OBJECT_NAME	AMOUNT
10-0543-9050-519-50-5119	Self-Insurance Claims	Non-Operating Expenses/Police Professional Liability Claims	\$200,000
TOTAL AMOUNT ►			\$200,000

Strategic Connections

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

- The Internal Support Focus Area
- Goal 8: Build a leading government organization that manages all resources wisely and sustainably.
- Objective: Maintain financial integrity through sound budgeting practices, prudent fiscal management, cost effective operations, and long-term planning.

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

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

- The Internal Support Focus Area
- Implementation Element

Goal 1: The Fort Lauderdale Comprehensive Plan shall accomplish the City's *Fast Forward Fort Lauderdale 2035* Vision Plan regarding the City's future growth and the six Cylinders of Excellence and shall be the City's primary policy document to guide all of its activities and development.


Prepared by: D'Wayne M. Spence, Interim City Attorney



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

#23-0087

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

FROM: Greg Chavarria, City Manager 

DATE: March 8, 2023

TITLE: **REVISED CR-2** - Resolution Approving the Consolidated Budget
Amendment to Fiscal Year 2023 – Appropriation - (**Commission Districts
1, 2, 3 and 4**)

Recommendation

Staff recommends the City Commission adopt a resolution amending the Fiscal Year (FY) 2023 Budget, FY 2023 – FY 2027 Community Investment Plan (CIP), and FY 2023 Personnel Complement, and abandoning the Fiveash Water Treatment Plant Filters Rehabilitation Project, Small Watermain Abandonment – SE 25th Avenue Project, and Fiveash Water Treatment Plant Disinfection Improvements Project.

Background

Examples of recommended actions within the budget amendment are:

- transfer between funds;
- transfer between capital and operating budgets;
- transfer between capital projects;
- acceptance and appropriation of grant funding;
- amendment to staffing level;
- appropriation from fund balance; and
- appropriation for modified revenue and related expenditures.

Staff recommends the City Commission amend the FY 2023 Final Budget, FY 2023 – FY 2027 Community Investment Plan and FY 2023 Personnel Complement, as revised, by approving the following transfers and appropriations:

Development Services

A. Appropriation of Grant Funds – Grant Fund – Department of Economic Opportunity CARES Act Community Development Block Grant - \$ 906,510

The City of Fort Lauderdale was advised of a CARES Act Community Development Block Grant award from the Department of Economic Opportunity (DEO) in the amount of \$906,510.

Funds will be used for the following activities:

1. Wireless Broadband Pilot Project in selected low-income census tracts - \$756,510
2. A Seven-week Summer Education Enrichment Program - \$100,000
3. Program Administration - \$50,000

Staff recommends the City Commission amend the FY 2023 Operating Budget in the amount of \$906,510, amending the appropriate accounts in the Grant Fund for the Department of Economic Opportunity Community Development Block Grant.

Source:

Funds available as of March 1, 2023

ACCOUNT NUMBER	COST CENTER NAME	ACCOUNT NAME	AMENDED BUDGET (Character)	AVAILABLE BALANCE (Character)	AMOUNT
10-129-9300-559-331-502-23GCD-FDEO	CDBG CV Florida Dept of Economic Opportunity Grant	Federal Grant - Cares Act Pass Thru	NA	NA	\$906,510
TOTAL AMOUNT →					\$906,510

Use:

ACCOUNT NUMBER	COST CENTER NAME	ACCOUNT NAME	AMENDED BUDGET (Character)	AVAILABLE BALANCE (Character)	AMOUNT
10-129-9300-559-60-6401-23GCD-FDEO	CDBG CV Florida Dept of Economic Opportunity Grant	Communications Equipment	NA	NA	\$756,510
10-129-9300-559-40-4349-23GCD-FDEO	CDBG CV Florida Dept of Economic Opportunity Grant	Servchg - Parks	NA	NA	\$100,000
10-129-9300-559-40-4380-23GCD-FDEO	CDBG CV Florida Dept of Economic Opportunity Grant	Servchg - Block Grant	NA	NA	\$50,000
TOTAL AMOUNT →					\$906,510

Fire Rescue

B. Appropriation of Lease Proceeds – General Fund – Lease Purchase of LifePak units – Stryker Sales - \$ 2,047,743

The Lifepak15 defibrillator/monitor allows paramedics to take an electrical picture of the heart to determine whether it is functioning properly. If an abnormality is found, the device has the capability to deliver an electric shock that will convert the abnormal rhythm into a

normal one. In addition, the Lifepak15 defibrillator/monitor can measure vital signs such as blood pressure and pulse rates. It is a multi-parameter device combining semi-automated and manual defibrillation with capnography, pulse oximetry, external pacing, 12-lead electrocardiography and other monitoring functions.

The Lucas Chest Compression System is a device that is used to deliver steady and consistent chest compressions in a patient experiencing a cardiac arrest. When applied, the Lucas Chest Compression device frees caregivers' hands so they can perform other life-safety interventions. The unit also connects wirelessly to the LifePak15 and provides post-event reporting on the efficiency of the compressions performed.

The purpose of this lease purchase agreement is to replace all existing LifePak (43) and Lucas Devices (20) as they have exceeded their useful life.

The seven-year lease purchase agreement for LifePak equipment and Lucas batteries with related accessories and services coverage with Stryker Sales, LLC, in the amount of \$2,042,742.68, will fund:

- Lease equipment total - \$1,415,136.25
- Lease purchase preventative service coverage for seven years - \$627,606.43

The annual lease payment for FY 2023 in the amount of \$300,000 is included in the FY 2023 Adopted Operating Budget.

Staff recommends the City Commission amend the FY 2023 Operating Budget in the amount of \$2,047,743 for the Lease Purchase of LifePak units.

Source:

Funds available as of February 9, 2023					
ACCOUNT NUMBER	COST CENTER NAME	CHARACTER CODE/ ACCOUNT NAME	AMENDED BUDGET (Character)	AVAILABLE BALANCE (Character)	AMOUNT
001-0000-000-383-100	General Fund	Other Sources / Lease -Financial Agreements	\$0	\$0	\$2,047,743
TOTAL AMOUNT →					\$2,047,743

Use:

ACCOUNT NUMBER	COST CENTER NAME	CHARACTER CODE/ ACCOUNT NAME	AMENDED BUDGET (Character)	AVAILABLE BALANCE (Character)	AMOUNT
10-001-4020-522-60-6499	Fire Operations	Capital Outlay/ Equipment Purchases	\$775,440	\$765,965	\$2,047,743
TOTAL AMOUNT →					\$2,047,743

Finance

C. Appropriation of Unanticipated Revenues and Expenses – Hurricane Fund – Disaster Grants - \$518,608

The City has had an ongoing series of Federal Emergency Management Agency (FEMA) declared events including Hurricanes Dorian, Ian, and Nicole. To assist the City in full recovery of the maximum amount of City eligible funds of the Federal Stafford Act, the City desires to engage Thompson Consulting Services, LLC, under existing City contract in this endeavor.

The City has estimated a total of \$592,695 of expenditures related to the three (3) events. To date the exact cost sharing formula has not been determined, but the City anticipates receiving \$444,521 (75%) from the FEMA and \$74,087 (12.5%) from the State of Florida to reimburse municipalities for a portion of declared disaster expenditures. All expenses have been paid by the City through various funds. These expenditures will serve as the City's grant match, \$74,087 (12.5%).

Staff recommends the City Commission amend the FY 2023 Operating Budget in the amount of \$518,608 for the Federal Emergency Management Agency Disaster Grants for Hurricanes Dorian, Ian, and Nicole.

Source:

Funds available as of February 21, 2023					
ACCOUNT NUMBER	COST CENTER NAME	CHARACTER CODE/ ACCOUNT NAME	AMENDED BUDGET (Character)	AVAILABLE BALANCE (Character)	AMOUNT
10-125-9300-525-331-504-2019Dorian	Hurricane Dorian	Intergovt Revenue / Federal Grant - FEMA	\$0	\$0	\$50,771
10-125-9300-525-334-502-2019Dorian	Hurricane Dorian	Intergovt Revenue / State Grant- Econ Environ - DEM State Hurricane Reim	\$0	\$0	\$8,462
10-125-9300-525-331-504-2022Ian	Hurricane Ian	Intergovt Revenue / Federal Grant - FEMA	\$0	\$0	\$150,000
10-125-9300-525-334-502-2022Ian	Hurricane Ian	Intergovt Revenue / State Grant- Econ Environ - DEM State Hurricane Reim	\$0	\$0	\$25,000
10-125-9300-525-331-504-2023Nicole	Hurricane Nicole	Intergovt Revenue / Federal Grant - FEMA	\$0	\$0	\$243,750
10-125-9300-525-334-502-2023Nicole	Hurricane Nicole	Intergovt Revenue / State Grant- Econ Environ - DEM State Hurricane Reim	\$0	\$0	\$40,625
TOTAL AMOUNT →					\$518,608

Use:

ACCOUNT NUMBER	COST CENTER NAME	CHARACTER CODE/ ACCOUNT NAME	AMENDED BUDGET (Character)	AVAILABLE BALANCE (Character)	AMOUNT
10-125-9300-525-30-3199-2019Dorian	Hurricane Dorian	Services and Materials / Other Professional Services	\$0	\$0	\$59,233
10-125-9300-525-30-3199-2022lan	Hurricane lan	Services and Materials / Other Professional Services	\$0	\$0	\$175,000
10-125-9300-525-30-3199-2023Nicole	Hurricane Nicole	Services and Materials / Other Professional Services	\$0	\$0	\$284,375
				\$0.00	\$518,608

D. Appropriation of Grant Revenue – American Rescue Plan 2021 – American Rescue Plan Act 2021 - \$ 20,035,508.00

Signed into law on March 11, 2021, The American Rescue Plan Act of 2021 (ARPA) provided \$350 billion in funding for state and local governments. The City of Fort Lauderdale's allocation under the Coronavirus State and Local Fiscal Recovery Funds (CSLF) section of ARPA was \$38.1 million.

To date the City has appropriated CSLF funds as follows:

- \$16,166,993 – FY 2022 Revenue replacement for the provision of government services
- \$ 475,000 – Workforce development facility rehabilitation

Based on the calculation methodology provided by the Department of Treasury's guidance, the City has calculated a revenue reduction through December 31, 2021, in the amount of \$20,035,508. During the FY 2023 Budget Development Process it was determined that a portion of these funds would be transferred into the General Fund for the provision of government services. This allowed the City to proportionally increase its transfer to community investment plan projects as outlined in the Preliminary Budget Memo and included in the Adopted FY 2023 Budget (Exhibit 1).

Staff recommends the City Commission amend the FY 2023 Operating Budget in the amount of \$20,035,508.00 to appropriate grant funds from the American Rescue Plan Act, included in the Adopted FY 2023 General Fund budget.

Source:

Funds available as of February 10, 2023

ACCOUNT NUMBER	COST CENTER NAME	CHARACTER CODE/ ACCOUNT NAME	AMENDED BUDGET (Character)	AMOUNT RECEIVED (Character)	AMOUNT
10-127-9200-581-331-510	American Rescue Plan 2021	Intergovt Revenue/ Federal Grant - ARPA Funds	\$0	\$20,035,508	\$20,035,508
TOTAL AMOUNT →					\$20,035,508

Use:

ACCOUNT NUMBER	COST CENTER NAME	CHARACTER CODE/ ACCOUNT NAME	AMENDED BUDGET (Character)	AVAILABLE BALANCE (Character)	AMOUNT
10-127-9200-581-90-9001	American Rescue Plan 2021	Other Uses/ Transfer to General Fund	NA	NA	\$20,035,508
TOTAL AMOUNT →					\$20,035,508

Public Works

E. Transfer between Capital Projects – Water and Sewer General Capital Projects – Peele-Dixie Water Treatment Plant Chemical Storage Improvements - \$750,000

Abandoning the Fiveash Water Treatment Plant Filters Rehabilitation Project

The current anti-scalant and corrosion inhibitor bulk chemical storage tanks at the Peele Dixie Water Treatment Plant (Peele Dixie) are too small to allow for delivery of full loads of chemicals. This project will add and/or replace existing, permanent storage tanks with larger ones, as well as replace sulfuric acid and sodium hydroxide day tanks with larger capacity tanks to accommodate the delivery of full loads of chemicals.

This project is currently in the Community Investment Plan, with anticipated funding scheduled for FY 2027; however, staff recommends funding this as a current-year priority to decrease chemical costs and increase resiliency at the Peele Dixie Water Treatment Plant. Funding requested includes estimated costs for design, construction, and in-house project management for this unfunded project.

Funding is available in the Fiveash Water Treatment Plant Filters Rehabilitation project, which is recommended to be canceled as it is included in the scope of another funded project.

Staff recommends the City Commission amend the FY 2023 – FY 2027 Community Investment Plan in the amount of \$750,000 for the Peele-Dixie Chemical Storage Tanks Improvements project.

Source:

Funds available as of February 3, 2023					
ACCOUNT NUMBER	COST CENTER NAME	CHARACTER CODE/ ACCOUNT NAME	AMENDED BUDGET (Character)	AVAILABLE BALANCE (Character)	AMOUNT
10-454-7999-536-60-6599-P12804	Fiveash Water Treatment Plant Filters Rehabilitation	Capital Outlay/ Construction	\$750,000	\$750,000	\$750,000
TOTAL AMOUNT →					\$750,000

Use:

ACCOUNT NUMBER	COST CENTER NAME	CHARACTER CODE/ ACCOUNT NAME	AMENDED BUDGET (Character)	AVAILABLE BALANCE (Character)	AMOUNT
10-454-7999-536-60-6599-P12403	Peele-Dixie Water Treatment Plant Chemical Storage Improvements	Capital Outlay/ Construction	\$0	\$0	\$750,000
TOTAL AMOUNT →					\$750,000

F. Transfer from Capital Projects to Operating Budget – Water and Sewer General Capital Projects Fund - Water and Sewer Operations Fund - Lead & Copper Compliance Program - \$ 1,000,000

Abandoning Small Watermain Abandonment – SE 25th Avenue and Fiveash Water Treatment Plant Disinfection Improvements Projects

The Lead and Copper Rule (LCR) was established in 1991 and requires water utilities entities to monitor and control lead and copper levels in drinking water. A new revision to the LCR was disseminated by the Environmental Protection Agency (EPA) on December 16, 2021, which requires all water utilities in the country to comply with the new rule revisions and establish a Lead & Copper Compliance Program. This Program encompasses developing and implementing a lead service line inventory, lead copper revision rule sampling monitoring plan, public education & outreach plan, and lead service line replacement plan. The Lead & Copper Compliance Program is enforced by the Florida Department of Environmental Protection (FDEP) and the first compliance milestone for inventory of lead service lines is due October 2024.

The cost for consulting services to perform the required assessment and to develop a plan for remediation is estimated to be \$1,000,000. Funding is available in the following sources for this high priority program:

	Commission District	Phase	Amount
Project Scope Reduction			
Fiveash Water Treatment Plant Disinfection Improvements	1, 2, 3, & 4	Construction	\$614,887

Included in Scope of Funded Project			
Small Watermain Abandonment – SE 25 th Avenue	4	Project Initiation & Planning	\$385,113

Staff recommends the City Commission amend the FY 2023 – FY 2027 Community Investment Plan (CIP) and FY 2023 Operating Budget in the amount of \$1,000,000 for Lead & Copper Compliance Program.

Source:

Funds available as of February 9, 2023					
ACCOUNT NUMBER	COST CENTER NAME	CHARACTER CODE/ ACCOUNT NAME	AMENDED BUDGET (Character)	AVAILABLE BALANCE (Character)	AMOUNT
10-454-7999-536-60-6599-P12721	Small Watermain Abandonment - SE 25th Avenue	Capital Outlay / Construction	\$ 385,157	\$ 385,113	\$ 385,113
10-454-7999-536-60-6599-P11589	Fiveash Water Treatment Plant Disinfection Improvements	Capital Outlay / Construction	\$ 1,633,851	\$ 712,843	\$ 614,887
TOTAL AMOUNT →					\$1,000,000

Use:

ACCOUNT NUMBER	COST CENTER NAME	CHARACTER CODE/ ACCOUNT NAME	AMENDED BUDGET (Character)	AVAILABLE BALANCE (Character)	AMOUNT
10-450-7301-536-30-3199	Distribution & Collections Operations	Services/ Material/ Other Prof Serv	\$11,375,748	\$1,664,947	\$1,000,000
TOTAL AMOUNT →					\$1,000,000

Police

G. Appropriation of Fund Balance – Department of Justice Trust Fund – Confiscated Funds – Police Equipment Purchases - \$1,185,000

The Police Department would like to utilize the City's procurement system to make purchases with funding from the Department of Justice Trust Funds. This request is to appropriate funding in the FY 2023 Budget for the following unbudgeted equipment purchases:

- \$620,000 for the purchase of night-time vision goggles for all SWAT officers (48 pairs of goggles).
- \$450,000 for the purchase of an upgraded bomb robot for the Bomb Squad.
- \$115,000 for the upgrading of the Police Department drone fleet from banned Chinese-made drones to units sourced from the United States or European Union suppliers. (6 drones)

Staff recommends the City Commission amend the FY 2023 Operating Budget in the

amount of \$1,185,000 to fund police equipment purchases using the Department of Justice Trust Funds.

Source:

Funds available as of February 10, 2023

ACCOUNT NUMBER	COST CENTER NAME	CHARACTER CODE/ ACCOUNT NAME	AMENDED BUDGET (Character)	AVAILABLE BALANCE (Character)	AMOUNT
10-107-0000-000-399-999	Justice Dept Other	Balances & Reserves/ Appropriated Fund Balance	N/A	N/A	\$1,185,000
TOTAL AMOUNT →					\$1,185,000

Use:

ACCOUNT NUMBER	COST CENTER NAME	CHARACTER CODE/ ACCOUNT NAME	AMENDED BUDGET (Character)	AVAILABLE BALANCE (Character)	AMOUNT
10-107-5080-521-60-6499	Justice Department	Capital Outlay/ Other Equipment	N/A	N/A	\$1,185,000
TOTAL AMOUNT →					\$1,185,000

Parks and Recreation

H. Appropriation from Unanticipated Revenues and Expenses –Cemetery System Fund – Mausoleums – Sunset Memorial Gardens Cemetery - \$1,561,584

This project is for construction of three garden mausoleums at Sunset Memorial Gardens Cemetery, located at 3201 NW 19th Street. A mausoleum is an above-ground, free-standing building containing crypts that memorialize individuals, offering a secure enclosure that remains clean and dry. Currently, the cemetery is at full capacity due to increased demand for mausoleums. The mausoleums will provide 476 crypts, which will generate revenue opportunities to finance operations and appropriately maintain the Perpetual Care Trust Fund.

The original project budget was estimated at \$709,745. In June 2022, a single bid was received and came in higher than the project budget at \$1,547,450. The sole bidder was deemed to be unqualified, and as a result, the bid was canceled. Based on price increases in the current market, additional funding is required to move forward and rebid the project and for additional in-house project management fees.

Funding is available in the amount of \$1,561,584 in the Cemetery System Fund.

Staff recommends that the City Commission amend the FY 2023 – FY 2027 Community Investment plan in the amount of \$1,561,584 to facilitate the Mausoleums - Sunset Memorial Gardens Cemetery Project.

Source:

<i>Funds available as of February 21, 2023</i>					
ACCOUNT NUMBER	COST CENTER NAME	CHARACTER CODE/ ACCOUNT NAME	AMENDED BUDGET (Character)	AVAILABLE BALANCE (Character)	AMOUNT
10-430-0000-000-399-999	Cemetery System - Capital Projects	Balances & Reserves/ Appropriated Fund Balance	NA	NA	\$1,561,584
TOTAL AMOUNT →					\$1,561,584

Use:

ACCOUNT NUMBER	COST CENTER NAME	CHARACTER CODE/ ACCOUNT NAME	AMENDED BUDGET (Character)	AVAILABLE BALANCE (Character)	AMOUNT
10-430-9100-539-60-6501-P12718	Mausoleums - Sunset Memorial Gardens Cemetery	Capital Outlay/ Internal Engineering Allocation	\$709,745	\$698,086	\$144,659
10-430-9100-539-60-6599-P12718	Mausoleums - Sunset Memorial Gardens Cemetery	Capital Outlay/ Construction	\$709,745	\$698,086	\$1,416,925
TOTAL AMOUNT →					\$1,561,584

I. Transfer Between Capital Projects – General Capital Projects Fund – Fire Station 3 HVAC Replacement – \$ 221,330

The Heating, Ventilation, and Air Conditioning (HVAC) units at Fire Station 3 need to be replaced. The three units were acquired in 2010 and are at the end of their useful life. These units supply cooling to the entire station and must be replaced.

The funds for this project are available in the Facilities Assessment – HVAC, Electric, and Plumbing Project, which is utilized for Citywide facility repairs and is recommended to be used for the replacement HVAC system.

Staff recommends that the City Commission amend the FY 2023 – FY 2027 Community Investment Plan (CIP) by amending the appropriate accounts in the amount of \$221,330 for removal and installation of the HVAC system at Fire Station 3.

Source:

<i>Funds available as of February 9, 2023</i>					
ACCOUNT NUMBER	COST CENTER NAME	CHARACTER CODE/ ACCOUNT NAME	AMENDED BUDGET (Character)	AVAILABLE BALANCE (Character)	AMOUNT
10-331-9100-519-60-6599-P12162	Facilities Assessment - HVAC, Elect, Plumb	Capital Outlay / Construction	\$3,981,317	\$3,912,860	\$221,330
TOTAL AMOUNT →					\$221,330

Use:

ACCOUNT NUMBER	COST CENTER NAME	CHARACTER CODE/ ACCOUNT NAME	AMENDED BUDGET (Character)	AVAILABLE BALANCE (Character)	AMOUNT
10-331-9100-519-60-6599-P12844	Fire Station 3 HVAC Removal and Installation	Capital Outlay / Construction	N/A	N/A	\$221,330
TOTAL AMOUNT →					\$221,330

J. Transfer Between Capital Projects – General Capital Fund – Pool Resurfacing – Riverland Pool & Lauderdale Manors Pool - \$200,000

The pools at Riverland and Lauderdale Manors require resurfacing. Funds for these improvements are available in the Facilities Assessment Exterior Repairs project, which is utilized for City-wide facility repairs and is recommended to be used for this improvement as well as the Pool Resurfacing Carter, Croissant and Riverland project which was completed under budget.

Staff recommends that the City Commission amend the FY 2023 – FY 2027 Community Investment Plan (CIP) in the amount of \$200,000 for Pool Resurfacing – Riverland Pool & Lauderdale Manors Pool.

Source:

Funds available as of February 21, 2023

ACCOUNT NUMBER	COST CENTER NAME	CHARACTER CODE/ ACCOUNT NAME	AMENDED BUDGET (Character)	AVAILABLE BALANCE (Character)	AMOUNT
10-331-9100-519-60-6599-P12163	Facilities Assessment - Ext Repair/Constr	Capital Outlay / Construction	\$888,062	\$375,694	\$122,651
10-331-9100-519-60-6599-P12578	Pool Resurfacing Carter Crois Riverland	Capital Outlay / Construction	\$201,799	\$77,349	\$77,349
TOTAL AMOUNT →					\$200,000

Use:

ACCOUNT NUMBER	COST CENTER NAME	CHARACTER CODE/ ACCOUNT NAME	AMENDED BUDGET (Character)	AVAILABLE BALANCE (Character)	AMOUNT
10-331-9100-519-60-6599-P12845	Pool Resurfacing - Riverland Pool & Lauderdale Manors Pool	Capital Outlay / Construction	N/A	N/A	\$200,000
TOTAL AMOUNT →					\$200,000

K. Transfer to Capital Projects and GO Bond 2020 Construction – Parks Operating Account and transfer of 2 Full-Time Positions from the Project Management Fund to the Parks Bond Fund– GO Bond 2020 Construction – Parks Fund, Project Management Fund – Parks Bond Projects – \$51,126,808.50

On March 12, 2019, Fort Lauderdale voters approved a bond referendum to issue General Obligation (“GO”) Bonds, in an amount not to exceed \$200,000,000, to finance

the acquisition, construction, renovation and improvement of various parks and recreational facilities. On January 7, 2020, the City Commission approved the first installment of \$80,000,000, Series 2020A Bonds ("Bonds"). A reconciliation of the use of the first installment is included as Exhibit 2. The second installment of \$60,000,000, Series 2020A Bonds ("Bonds"), will continue funding the cost of development, design, acquisition, construction, equipping, installation, improvement and furnishing of certain Parks and Recreation Projects.

The Parks and Recreation Projects to be undertaken by the City and financed with proceeds of the second series of Bonds must be approved by the City Commission by subsequent resolution; provided, however, that prior to the City Commission's approval of a Parks and Recreation Project that is not one of the four signature park projects (Joseph Carter Park, Holiday Park, Lockhart Stadium and Tunnel Top Park), such project shall have been reviewed by the City of Fort Lauderdale Parks, Recreation and Beaches Advisory Board (the "Advisory Board") and the Advisory Board shall have submitted its recommendation to the City Commission as to whether the project should or should not be undertaken and financed, in whole or in part, with proceeds of the Bonds. In deciding whether to undertake and finance with proceeds of the Bonds a Parks and Recreation Project that is not one of the four signature park projects, the City Commission shall conduct a public hearing and consider, but shall not be obligated to follow, the recommendation of the Advisory Board with respect to such project. The projects recommended for appropriation through this budget amendment are included in the table below to show the date that each project was reviewed by the advisory board and the date of the required public hearing.

Project	Date of Advisory Board Review	Public Hearing Date	Resolution
Joseph C. Carter Park	Signature Park Project	03/02/2021	21-45
Holiday Park	Signature Park Project	03/02/2021	21-45
Croissant Park	12/1/2021	01/05/2022	22-12
Floranada Elementary School Park	12/1/2021	01/05/2022	22-12
Osswald Park	12/1/2021	01/05/2022	22-12
Sheridan Technical High School Sunset Park	01/26/2022	05/03/2022	22-97
Ann Herman Park	12/1/2021	01/05/2022	22-12
Benneson Park	12/1/2021	01/05/2022	22-12
Bill Keith Preserve Park	12/1/2021	01/05/2022	22-12
Cooley's Landing	12/1/2021	01/05/2022	22-12

Park			
Coontie Hatchee Park	12/1/2021	01/05/2022	22-12
Esterre Davis Wright Park	12/1/2021	01/05/2022	22-12
Flamingo Park	12/1/2021	01/05/2022	22-12
Fort Lauderdale Beach	12/1/2021	01/05/2022	22-12
Guthrie Blake Memorial Park	12/1/2021	01/05/2022	22-12
Lauderdale Manors Park	12/1/2021	01/05/2022	22-12
Riverland Park	12/1/2021	01/05/2022	22-12
Walker Elementary School Park	12/1/2021	01/05/2022	22-12
Warbler Wetlands	12/1/2021	01/05/2022	22-12
George English Park	01/26/2022	05/03/2022	22-97
North Fork Riverfront Park	01/26/2022	05/03/2022	22-97
Sunrise Middle School Park	01/26/2022	05/03/2022	22-97
Stranahan High School Park	01/26/2022	05/03/2022	22-97
Steven Foster Elementary School Park	01/26/2022	05/03/2022	22-97
Westwood Heights Elementary School Park	01/26/2022	05/03/2022	22-97
Rock Island Elementary School Park	01/26/2022	05/03/2022	22-97
Thurgood Marshall Elementary School Park	01/26/2022	05/03/2022	22-97
Dillard High 6-12 Park	01/26/2022	05/03/2022	22-97
Harbordale Elementary School Park	01/26/2022	05/03/2022	22-97
Beach Community Center	03/25/2022	07/05/2022	22-158

The City currently has a Senior Project Manager and Project Manager II dedicated to the Parks Bond projects, currently funded in the Project Management Fund, as well as one

(1) Senior Administrative Assistant, directly funded through the Parks Bond, for a total of \$234,573 in personnel cost for FY 2023. With the transfer of the Senior Project Manager and Project Manager II, the interfund service charge and corresponding expenses in the Project Management Fund are recommended to be reduced by \$162,050.

Staff recommends the City Commission amend the FY 2023 – FY 2027 Community Investment Plan and FY 2023 Operating Budget by amending the appropriate accounts in the amount of \$51,126,808.50 to fund various Parks Bond Projects, to cover the personnel cost for one (1) Senior Administrative Assistant and to transfer one (1) Senior Project Manager and one (1) Project Manager II from the Project Management Fund to the GO Bond 2020 Construction – Parks Fund.

Source:

Funds available as of February 21, 2023

ACCOUNT NUMBER	COST CENTER NAME	CHARACTER CODE/ SUB-OBJECT NAME	AMENDED BUDGET (Character)	AVAILABLE BALANCE (Character)	AMOUNT
10-353-6999-572-60-6599	GO Bond 2020 Construction - Parks	Capital Outlay / Construction	\$77,626,084	\$77,626,084	\$51,054,285.50
TOTAL AMOUNT →					\$51,054,285.50

Use:

ACCOUNT NUMBER	COST CENTER NAME	CHARACTER CODE/ SUB-OBJECT NAME	AMENDED BUDGET (Character)	AVAILABLE BALANCE (Character)	AMOUNT
10-353-6999-572-60-6599-P12632	Joseph C. Carter Park Improvements	Capital Outlay / Construction	\$2,465,516	\$644,117	\$11,155,484.00
10-353-6999-572-60-6599-P12633	Holiday Park Improvements	Capital Outlay / Construction	\$3,335,000	\$387,783	\$17,615,000.00
10-353-6999-572-60-6599-P12682	Croissant Park	Capital Outlay / Construction	\$609,151	\$299,747	\$2,010,849.00
10-353-6999-572-60-6599-P12683	Floranada Park	Capital Outlay / Construction	\$227,700	\$0	\$429,082.00
10-353-6999-572-60-6599-P12684	Osswald Park	Capital Outlay / Construction	\$1,252,366	\$371,977	\$1,931,634.00
10-353-6999-572-60-6599-P12685	Sunset Park	Capital Outlay / Construction	\$300,000	\$300,000	\$729,000.00
10-353-6999-572-60-6599-P12750	Ann Herman Park Improvement Project	Capital Outlay / Construction	\$0	\$0	\$435,000.00
10-353-6999-572-60-6599-P12751	Benneson Park Improvement Project	Capital Outlay / Construction	\$0	\$0	\$412,500.00
10-353-6999-572-60-6599-P12752	Bill Keith Preserve Park Improvement Project	Capital Outlay / Construction	\$105,197	\$105,197	\$439,803.00
10-353-6999-572-60-6599-P12753	Cooley's Landing Marina Improvement Project	Capital Outlay / Construction	\$151,940	\$151,940	\$1,040,060.00
10-353-6999-572-60-6599-P12754	Coontie Hatchee Park Improvement Project	Capital Outlay / Construction	\$0	\$0	\$430,000.00

10-353-6999-572-60-6599-P12755	Esterre Davis Wright Park Improvement Project	Capital Outlay / Construction	\$0	\$0	\$665,000.00
10-353-6999-572-60-6599-P12756	Flamingo Park Improvement Project	Capital Outlay / Construction	\$0	\$0	\$940,000.00
10-353-6999-572-60-6599-P12758	Fort Lauderdale Beach Improvement Project	Capital Outlay / Construction	\$185,352	\$185,352	\$1,114,648.00
10-353-6999-572-60-6599-P12759	Guthrie Blake Park Improvement Project	Capital Outlay / Construction	\$0	\$0	\$520,000.00
10-353-6999-572-60-6599-P12760	Lauderdale Manors Park Improvement Project	Capital Outlay / Construction	\$217,396	\$217,396	\$1,638,604.00
10-353-6999-572-60-6599-P12761	Riverland Park Improvement Project	Capital Outlay / Construction	\$292,069	\$292,069	\$2,445,931.00
10-353-6999-572-60-6599-P12762	Walker Park Improvement Project	Capital Outlay / Construction	\$103,447	\$103,447	\$547,253.00
10-353-6999-572-60-6599-P12763	Warbler Wetlands Improvement Project	Capital Outlay / Construction	\$130,475	\$130,475	\$574,525.00
10-353-6999-572-60-6599-P12771	George English Park Improvements	Capital Outlay / Construction	\$477,250	\$417,666	\$725,662.50
10-353-6999-572-60-6599-P12776	North Fork School Park Improvements	Capital Outlay / Construction	\$0	\$0	\$785,000.00
10-353-6999-572-60-6599-P12777	Sunrise Middle School Park Improvements	Capital Outlay / Construction	\$0	\$0	\$1,725,000.00
10-353-6999-572-60-6599-P12775	Stranahan High School Park Improvements	Capital Outlay / Construction	\$0	\$0	\$300,000.00
10-353-6999-572-60-6599-P12781	Stephen Foster Elementary Park Improvements	Capital Outlay / Construction	\$0	\$0	\$500,000.00
10-353-6999-572-60-6599-P12778	Westwood Heights Elementary Park Improvements	Capital Outlay / Construction	\$0	\$0	\$375,000.00
10-353-6999-572-60-6599-P12780	Rock Island Elementary Park Improvements	Capital Outlay / Construction	\$0	\$0	\$262,500.00
10-353-6999-572-60-6599-P12779	Thurgood Marshall Elementary Park Improvements	Capital Outlay / Construction	\$0	\$0	\$400,000.00
10-353-6999-572-60-6599-P12773	Dillard 6-12 Park Improvements	Capital Outlay / Construction	\$0	\$0	\$100,000.00
10-353-6999-572-60-6599-P12782	Harbordale Elementary Park Improvements	Capital Outlay / Construction	\$0	\$0	\$275,000.00
10-353-6999-572-60-6599-P12843	Beach Community Center	Capital Outlay / Construction	\$0	\$0	\$531,750.00
				TOTAL AMOUNT →	\$51,054,285.50

Source:

Funds available as of February 21, 2023					
ACCOUNT NUMBER	COST CENTER NAME	CHARACTER CODE/ ACCOUNT NAME	AMENDED BUDGET (Character)	AVAILABLE BALANCE (Character)	AMOUNT
10-353-6999-572-60-6599	GO Bond 2020 Construction - Parks	Capital Outlay / Construction	\$77,626,084	\$77,626,084	\$234,573
TOTAL AMOUNT →					\$234,573

Use:

ACCOUNT NUMBER	COST CENTER NAME	CHARACTER CODE/ SUB-OBJECT NAME	AMENDED BUDGET (Character)	AVAILABLE BALANCE (Character)	AMOUNT
10-353-6010-572-10-1101	2020 Parks Bond	Salaries & Wages/ Permanent Salaries	NA	NA	\$158,943
10-353-6010-572-10-1401	2020 Parks Bond	Salaries & Wages/ Car Allowances	NA	NA	\$4,130
10-353-6010-572-10-1407	2020 Parks Bond	Salaries & Wages/ Expense Allowances	NA	NA	\$1,440
10-353-6010-572-10-1413	2020 Parks Bond	Salaries & Wages/ Cell Phone Allowances	NA	NA	\$1,950
10-353-6010-572-20-2210	2020 Parks Bond	Fringe Benefits/ FRS Pension	NA	NA	\$11,162
10-353-6010-572-20-2299	2020 Parks Bond	Fringe Benefits/ Defined Contribution	NA	NA	\$5,990
10-353-6010-572-20-2301	2020 Parks Bond	Fringe Benefits/ Social Security	NA	NA	\$12,577
10-353-6010-572-20-2401	2020 Parks Bond	Fringe Benefits/ Disability Insurance	NA	NA	\$277
10-353-6010-572-20-2402	2020 Parks Bond	Fringe Benefits/ Life Insurance	NA	NA	\$105
10-353-6010-572-20-2404	2020 Parks Bond	Fringe Benefits/ Health Insurance	NA	NA	\$26,408
10-353-6010-572-30-3216	2020 Parks Bond	Costs/Fees Permits	NA	NA	\$80
10-353-6010-572-30-3907	2020 Parks Bond	Data Processing Supplies	NA	NA	\$365
10-353-6010-572-30-3925	2020 Parks Bond	Office Equipment <\$5,000	NA	NA	\$600
10-353-6010-572-30-3928	2020 Parks Bond	Office Supplies	NA	NA	\$500
10-353-6010-572-30-3940	2020 Parks Bond	Safety Shoes	NA	NA	\$375
10-353-6010-572-30-3949	2020 Parks Bond	Uniforms	NA	NA	\$75
10-353-6010-572-40-4119	2020 Parks Bond	Training & Travel	NA	NA	\$5,000
10-353-6010-572-40-4404	2020 Parks Bond	Fidelity Bonds	NA	NA	\$10

10-353-6010-572-40-4407	2020 Parks Bond	Employee Proceedings	NA	NA	\$260
10-353-6010-572-40-4410	2020 Parks Bond	General Liability	NA	NA	\$3,131
10-353-6010-572-40-4416	2020 Parks Bond	Other Insurance Charges	NA	NA	\$1,195
TOTAL AMOUNT →					\$234,573

Source:

ACCOUNT NUMBER	COST CENTER NAME	CHARACTER CODE/ ACCOUNT NAME	AMENDED BUDGET (Character)	AVAILABLE BALANCE (Character)	AMOUNT
10-530-7050-539-369-902-INT552	Project Management Administration	Interfund Service Charge - Engineering	\$4,711,679	\$4,630,874	(\$162,050)
TOTAL AMOUNT →					(\$162,050)

Use:

ACCOUNT NUMBER	COST CENTER NAME	CHARACTER CODE/ SUB-OBJECT NAME	AMENDED BUDGET (Character)	AVAILABLE BALANCE (Character)	AMOUNT
10-530-7052-539-10-1101	PM Dedicated Resources	Salaries & Wages/ Permanent Salaries	NA	NA	(\$109,885)
10-530-7052-539-10-1401	PM Dedicated Resources	Salaries & Wages/ Car Allowances	NA	NA	(\$4,130)
10-530-7052-539-10-1413	PM Dedicated Resources	Salaries & Wages/ Cell Phone Allowances	NA	NA	(\$1,470)
10-530-7052-539-20-2210	PM Dedicated Resources	Fringe Benefits/ FRS Pension	NA	NA	(\$4,689)
10-530-7052-539-20-2299	PM Dedicated Resources	Fringe Benefits/ Defined Contribution	NA	NA	(\$5,990)
10-530-7052-539-20-2301	PM Dedicated Resources	Fringe Benefits/ Social Security	NA	NA	(\$8,781)
10-530-7052-539-20-2401	PM Dedicated Resources	Fringe Benefits/ Disability Insurance	NA	NA	(\$277)
10-530-7052-539-20-2402	PM Dedicated Resources	Fringe Benefits/ Life Insurance	NA	NA	(\$102)
10-530-7052-539-20-2404	PM Dedicated Resources	Fringe Benefits/ Health Insurance	NA	NA	(\$15,136)
10-530-7052-539-30-3216	PM Dedicated Resources	Costs/Fees Permits	NA	NA	(\$80)
10-530-7052-539-30-3907	PM Dedicated Resources	Data Processing Supplies	NA	NA	(\$365)
10-530-7052-539-30-3925	PM Dedicated Resources	Office Equipment <\$5,000	NA	NA	(\$600)
10-530-7052-539-30-3928	PM Dedicated Resources	Office Supplies	NA	NA	(\$500)
10-530-7052-539-30-3940	PM Dedicated Resources	Safety Shoes	NA	NA	(\$375)
10-530-7052-539-30-3949	PM Dedicated Resources	Uniforms	NA	NA	(\$75)
10-530-7052-539-40-4119	PM Dedicated Resources	Training & Travel	NA	NA	(\$5,000)
10-530-7052-539-40-4404	PM Dedicated Resources	Fidelity Bonds	NA	NA	(\$10)

10-530-7052-539-40-4407	PM Dedicated Resources	Employee Proceedings	NA	NA	(\$260)
10-530-7052-539-40-4410	PM Dedicated Resources	General Liability	NA	NA	(\$3,131)
10-530-7052-539-40-4416	PM Dedicated Resources	Other Insurance Charges	NA	NA	(\$1,195)
TOTAL AMOUNT →					(\$162,050)

Information Technology Services

L. Appropriation from Fund Balance – Central Services – Operations Fund – Network Equipment Upgrade - \$1,200,000

Due to recent system challenges with the City's network, the Information Technology Services Department is requesting to appropriate \$1,200,000 from the Central Service Fund Balance to make an emergency purchase of network equipment to ensure reduced downtime, simplify management, lower costs, and more importantly improve and maintain network performance. The equipment to be purchased are Wide-Area Network (WAN) ports, Routers, Licenses, Gateways, Switches, Cables and Adapters.

Staff recommends the City Commission amend the FY 2023 Operating Budget in the amount of \$1,200,000 to fund network equipment upgrades.

Source:

<i>Funds available as of March 6, 2023</i>					
ACCOUNT NUMBER	COST CENTER NAME	CHARACTER CODE/ ACCOUNT NAME	AMENDED BUDGET (Character)	AVAILABLE BALANCE (Character)	AMOUNT
10-581-0000-000-399-999	Central Services-Operations	Balances and Reserves / Appropriated Fund Balance	NA	NA	\$1,200,000
TOTAL AMOUNT →					\$1,200,000

Use:

ACCOUNT NUMBER	COST CENTER NAME	CHARACTER CODE/ ACCOUNT NAME	AMENDED BUDGET (Character)	AVAILABLE BALANCE (Character)	AMOUNT
10-581-2230-516-60-6499	Infrastructure & Operations	Capital Outlay/ Other Equipment	\$1,512,142	\$458,325	\$1,200,000
TOTAL AMOUNT →					\$1,200,000

Strategic Connections

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

- The Internal Support Focus Area
- Goal 8: Be a leading government organization that manages all resources wisely and sustainably
- Objective: Maintain financial integrity through sound budgeting practices, prudent fiscal management, cost effective operations, and long-term planning

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

Related CAMs

None

Attachment

Exhibit 1 – American Rescue Plan Act – FY 2023 Recommendations

Exhibit 2 – Phase I – Parks Bond - \$80 million installment

Exhibit 3 – Resolution

Prepared by: Tamieka McGibbon, Principal Budget and Management Analyst

Department Director: Laura Reece, Office of Management and Budget

RESOLUTION NO. 23-

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT LAUDERDALE, FLORIDA, AMENDING THE CITY OF FORT LAUDERDALE'S FY 2023 FINAL ALL FUNDS BUDGET AND REVISED PERSONNEL COMPLEMENT FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2022, AND ENDING SEPTEMBER 30, 2023, AS AMENDED, BY APPROPRIATING AND TRANSFERRING FUNDS AND ADJUSTING STAFFING, RESPECTIVELY, AS SET FORTH IN CITY COMMISSION AGENDA MEMO #23-0087, AMENDING THE CITY OF FORT LAUDERDALE FINAL FY 2023 - FY 2027 COMMUNITY INVESTMENT PLAN FOR THE FISCAL YEARS BEGINNING OCTOBER 1, 2022, AND ENDING SEPTEMBER 30, 2027, AS AMENDED, BY APPROPRIATING AND TRANSFERRING FUNDS AS SET FORTH IN CITY COMMISSION AGENDA MEMO #23-0087, ABANDONING THE FIVEASH WATER TREATMENT PLANT FILTERS REHABILITATION PROJECT, THE SMALL WATERMAIN ABANDONMENT – SE 25TH AVENUE PROJECT, AND THE FIVEASH WATER TREATMENT PLANT DISINFECTION IMPROVEMENTS PROJECT, AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, pursuant to Resolution No. 22-220, adopted on September 12, 2022, the City Commission of the City of Fort Lauderdale, Florida, adopted the FY 2023 Final All Funds Budget for the City of Fort Lauderdale and the Revised Personnel Complement for the Fiscal Year beginning October 1, 2022, and ending September 30, 2023; and

WHEREAS, pursuant to Resolution No. 22-210, adopted on September 12, 2022, the City Commission of the City of Fort Lauderdale, Florida, adopted the City of Fort Lauderdale Final FY 2023 - FY 2027 Community Investment Plan for the Fiscal Years beginning October 1, 2022, and ending September 30, 2027;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF FORT LAUDERDALE, FLORIDA:

SECTION 1. That the City of Fort Lauderdale's FY 2023 Final All Funds Budget and Revised Personnel Complement for the Fiscal Year beginning October 1, 2022, and ending September 30, 2023, as amended, are hereby amended by appropriating and transferring funds and adjusting staffing, respectively, as set forth in City Commission Agenda Memo #23-0087, a copy of which is attached hereto and incorporated herein.

SECTION 2. That the City of Fort Lauderdale Final FY 2023 - FY 2027 Community Investment Plan for the Fiscal Years beginning October 1, 2022, and ending September 30, 2027, as amended, to the extent appropriated for the Fiscal Year beginning October 1, 2022, and ending September 30, 2023, is hereby amended by appropriating and transferring funds as set forth in City Commission Agenda Memo #23-0087.

SECTION 3. That the Fiveash Water Treatment Plant Filters Rehabilitation Project, the Small Watermain Abandonment – SE 25th Avenue Project, and the Fiveash Water Treatment Plant Disinfection Improvements Project, contained in the Community Investment Plan of the City of Fort Lauderdale, Florida, for the Fiscal Years beginning October 1, 2022, and ending September 30, 2027, are hereby abandoned.

SECTION 4. That if any clause, section, or other part of this Resolution shall be held invalid or unconstitutional by any court of competent jurisdiction, the remainder of this Resolution shall not be affected thereby, but shall remain in full force and effect.

SECTION 5. That this Resolution shall be in full force and effect upon final passage.

ADOPTED this _____ day of _____, 2023.

Mayor
DEAN J. TRANTALIS

ATTEST:

City Clerk
DAVID R. SOLOMAN

Dean J. Trantalis _____

John C. Herbst _____

Steven Glassman _____

APPROVED AS TO FORM:

Pamela Beasley-Pittman _____

Warren Sturman _____


Interim City Attorney
D'WAYNE M. SPENCE



CITY OF FORT LAUDERDALE
City Commission Agenda Memo
REGULAR MEETING

#23-0087

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

FROM: Greg Chavarria, City Manager 

DATE: March 8, 2023

TITLE: **REVISED CR-2** - Resolution Approving the Consolidated Budget
Amendment to Fiscal Year 2023 – Appropriation - (**Commission Districts
1, 2, 3 and 4**)

Recommendation

Staff recommends the City Commission adopt a resolution amending the Fiscal Year (FY) 2023 Budget, FY 2023 – FY 2027 Community Investment Plan (CIP), and FY 2023 Personnel Complement, and abandoning the Fiveash Water Treatment Plant Filters Rehabilitation Project, Small Watermain Abandonment – SE 25th Avenue Project, and Fiveash Water Treatment Plant Disinfection Improvements Project.

Background

Examples of recommended actions within the budget amendment are:

- transfer between funds;
- transfer between capital and operating budgets;
- transfer between capital projects;
- acceptance and appropriation of grant funding;
- amendment to staffing level;
- appropriation from fund balance; and
- appropriation for modified revenue and related expenditures.

Staff recommends the City Commission amend the FY 2023 Final Budget, FY 2023 – FY 2027 Community Investment Plan and FY 2023 Personnel Complement, as revised, by approving the following transfers and appropriations:

Development Services

A. Appropriation of Grant Funds – Grant Fund – Department of Economic Opportunity CARES Act Community Development Block Grant - \$ 906,510

The City of Fort Lauderdale was advised of a CARES Act Community Development Block Grant award from the Department of Economic Opportunity (DEO) in the amount of \$906,510.

Funds will be used for the following activities:

1. Wireless Broadband Pilot Project in selected low-income census tracts - \$756,510
2. A Seven-week Summer Education Enrichment Program - \$100,000
3. Program Administration - \$50,000

Staff recommends the City Commission amend the FY 2023 Operating Budget in the amount of \$906,510, amending the appropriate accounts in the Grant Fund for the Department of Economic Opportunity Community Development Block Grant.

Source:

Funds available as of March 1, 2023

ACCOUNT NUMBER	COST CENTER NAME	ACCOUNT NAME	AMENDED BUDGET (Character)	AVAILABLE BALANCE (Character)	AMOUNT
10-129-9300-559-331-502-23GCD-FDEO	CDBG CV Florida Dept of Economic Opportunity Grant	Federal Grant - Cares Act Pass Thru	NA	NA	\$906,510
TOTAL AMOUNT →					\$906,510

Use:

ACCOUNT NUMBER	COST CENTER NAME	ACCOUNT NAME	AMENDED BUDGET (Character)	AVAILABLE BALANCE (Character)	AMOUNT
10-129-9300-559-60-6401-23GCD-FDEO	CDBG CV Florida Dept of Economic Opportunity Grant	Communications Equipment	NA	NA	\$756,510
10-129-9300-559-40-4349-23GCD-FDEO	CDBG CV Florida Dept of Economic Opportunity Grant	Servchg - Parks	NA	NA	\$100,000
10-129-9300-559-40-4380-23GCD-FDEO	CDBG CV Florida Dept of Economic Opportunity Grant	Servchg - Block Grant	NA	NA	\$50,000
TOTAL AMOUNT →					\$906,510

Fire Rescue

B. Appropriation of Lease Proceeds – General Fund – Lease Purchase of LifePak units – Stryker Sales - \$ 2,047,743

The Lifepak15 defibrillator/monitor allows paramedics to take an electrical picture of the heart to determine whether it is functioning properly. If an abnormality is found, the device has the capability to deliver an electric shock that will convert the abnormal rhythm into a

normal one. In addition, the Lifepak15 defibrillator/monitor can measure vital signs such as blood pressure and pulse rates. It is a multi-parameter device combining semi-automated and manual defibrillation with capnography, pulse oximetry, external pacing, 12-lead electrocardiography and other monitoring functions.

The Lucas Chest Compression System is a device that is used to deliver steady and consistent chest compressions in a patient experiencing a cardiac arrest. When applied, the Lucas Chest Compression device frees caregivers' hands so they can perform other life-safety interventions. The unit also connects wirelessly to the LifePak15 and provides post-event reporting on the efficiency of the compressions performed.

The purpose of this lease purchase agreement is to replace all existing LifePak (43) and Lucas Devices (20) as they have exceeded their useful life.

The seven-year lease purchase agreement for LifePak equipment and Lucas batteries with related accessories and services coverage with Stryker Sales, LLC, in the amount of \$2,042,742.68, will fund:

- Lease equipment total - \$1,415,136.25
- Lease purchase preventative service coverage for seven years - \$627,606.43

The annual lease payment for FY 2023 in the amount of \$300,000 is included in the FY 2023 Adopted Operating Budget.

Staff recommends the City Commission amend the FY 2023 Operating Budget in the amount of \$2,047,743 for the Lease Purchase of LifePak units.

Source:

Funds available as of February 9, 2023					
ACCOUNT NUMBER	COST CENTER NAME	CHARACTER CODE/ ACCOUNT NAME	AMENDED BUDGET (Character)	AVAILABLE BALANCE (Character)	AMOUNT
001-0000-000-383-100	General Fund	Other Sources / Lease -Financial Agreements	\$0	\$0	\$2,047,743
TOTAL AMOUNT →					\$2,047,743

Use:

ACCOUNT NUMBER	COST CENTER NAME	CHARACTER CODE/ ACCOUNT NAME	AMENDED BUDGET (Character)	AVAILABLE BALANCE (Character)	AMOUNT
10-001-4020-522-60-6499	Fire Operations	Capital Outlay/ Equipment Purchases	\$775,440	\$765,965	\$2,047,743
TOTAL AMOUNT →					\$2,047,743

Finance

C. Appropriation of Unanticipated Revenues and Expenses – Hurricane Fund – Disaster Grants - \$518,608

The City has had an ongoing series of Federal Emergency Management Agency (FEMA) declared events including Hurricanes Dorian, Ian, and Nicole. To assist the City in full recovery of the maximum amount of City eligible funds of the Federal Stafford Act, the City desires to engage Thompson Consulting Services, LLC, under existing City contract in this endeavor.

The City has estimated a total of \$592,695 of expenditures related to the three (3) events. To date the exact cost sharing formula has not been determined, but the City anticipates receiving \$444,521 (75%) from the FEMA and \$74,087 (12.5%) from the State of Florida to reimburse municipalities for a portion of declared disaster expenditures. All expenses have been paid by the City through various funds. These expenditures will serve as the City's grant match, \$74,087 (12.5%).

Staff recommends the City Commission amend the FY 2023 Operating Budget in the amount of \$518,608 for the Federal Emergency Management Agency Disaster Grants for Hurricanes Dorian, Ian, and Nicole.

Source:

Funds available as of February 21, 2023					
ACCOUNT NUMBER	COST CENTER NAME	CHARACTER CODE/ ACCOUNT NAME	AMENDED BUDGET (Character)	AVAILABLE BALANCE (Character)	AMOUNT
10-125-9300-525-331-504-2019Dorian	Hurricane Dorian	Intergovt Revenue / Federal Grant - FEMA	\$0	\$0	\$50,771
10-125-9300-525-334-502-2019Dorian	Hurricane Dorian	Intergovt Revenue / State Grant- Econ Environ - DEM State Hurricane Reim	\$0	\$0	\$8,462
10-125-9300-525-331-504-2022Ian	Hurricane Ian	Intergovt Revenue / Federal Grant - FEMA	\$0	\$0	\$150,000
10-125-9300-525-334-502-2022Ian	Hurricane Ian	Intergovt Revenue / State Grant- Econ Environ - DEM State Hurricane Reim	\$0	\$0	\$25,000
10-125-9300-525-331-504-2023Nicole	Hurricane Nicole	Intergovt Revenue / Federal Grant - FEMA	\$0	\$0	\$243,750
10-125-9300-525-334-502-2023Nicole	Hurricane Nicole	Intergovt Revenue / State Grant- Econ Environ - DEM State Hurricane Reim	\$0	\$0	\$40,625
TOTAL AMOUNT →					\$518,608

Use:

ACCOUNT NUMBER	COST CENTER NAME	CHARACTER CODE/ ACCOUNT NAME	AMENDED BUDGET (Character)	AVAILABLE BALANCE (Character)	AMOUNT
10-125-9300-525-30-3199-2019Dorian	Hurricane Dorian	Services and Materials / Other Professional Services	\$0	\$0	\$59,233
10-125-9300-525-30-3199-2022lan	Hurricane lan	Services and Materials / Other Professional Services	\$0	\$0	\$175,000
10-125-9300-525-30-3199-2023Nicole	Hurricane Nicole	Services and Materials / Other Professional Services	\$0	\$0	\$284,375
				\$0.00	\$518,608

D. Appropriation of Grant Revenue – American Rescue Plan 2021 – American Rescue Plan Act 2021 - \$ 20,035,508.00

Signed into law on March 11, 2021, The American Rescue Plan Act of 2021 (ARPA) provided \$350 billion in funding for state and local governments. The City of Fort Lauderdale's allocation under the Coronavirus State and Local Fiscal Recovery Funds (CSLF) section of ARPA was \$38.1 million.

To date the City has appropriated CSLF funds as follows:

- \$16,166,993 – FY 2022 Revenue replacement for the provision of government services
- \$ 475,000 – Workforce development facility rehabilitation

Based on the calculation methodology provided by the Department of Treasury's guidance, the City has calculated a revenue reduction through December 31, 2021, in the amount of \$20,035,508. During the FY 2023 Budget Development Process it was determined that a portion of these funds would be transferred into the General Fund for the provision of government services. This allowed the City to proportionally increase its transfer to community investment plan projects as outlined in the Preliminary Budget Memo and included in the Adopted FY 2023 Budget (Exhibit 1).

Staff recommends the City Commission amend the FY 2023 Operating Budget in the amount of \$20,035,508.00 to appropriate grant funds from the American Rescue Plan Act, included in the Adopted FY 2023 General Fund budget.

Source:

Funds available as of February 10, 2023

ACCOUNT NUMBER	COST CENTER NAME	CHARACTER CODE/ ACCOUNT NAME	AMENDED BUDGET (Character)	AMOUNT RECEIVED (Character)	AMOUNT
10-127-9200-581-331-510	American Rescue Plan 2021	Intergovt Revenue/ Federal Grant - ARPA Funds	\$0	\$20,035,508	\$20,035,508
TOTAL AMOUNT →					\$20,035,508

Use:

ACCOUNT NUMBER	COST CENTER NAME	CHARACTER CODE/ ACCOUNT NAME	AMENDED BUDGET (Character)	AVAILABLE BALANCE (Character)	AMOUNT
10-127-9200-581-90-9001	American Rescue Plan 2021	Other Uses/ Transfer to General Fund	NA	NA	\$20,035,508
TOTAL AMOUNT →					\$20,035,508

Public Works

E. Transfer between Capital Projects – Water and Sewer General Capital Projects – Peele-Dixie Water Treatment Plant Chemical Storage Improvements - \$750,000

Abandoning the Fiveash Water Treatment Plant Filters Rehabilitation Project

The current anti-scalant and corrosion inhibitor bulk chemical storage tanks at the Peele Dixie Water Treatment Plant (Peele Dixie) are too small to allow for delivery of full loads of chemicals. This project will add and/or replace existing, permanent storage tanks with larger ones, as well as replace sulfuric acid and sodium hydroxide day tanks with larger capacity tanks to accommodate the delivery of full loads of chemicals.

This project is currently in the Community Investment Plan, with anticipated funding scheduled for FY 2027; however, staff recommends funding this as a current-year priority to decrease chemical costs and increase resiliency at the Peele Dixie Water Treatment Plant. Funding requested includes estimated costs for design, construction, and in-house project management for this unfunded project.

Funding is available in the Fiveash Water Treatment Plant Filters Rehabilitation project, which is recommended to be canceled as it is included in the scope of another funded project.

Staff recommends the City Commission amend the FY 2023 – FY 2027 Community Investment Plan in the amount of \$750,000 for the Peele-Dixie Chemical Storage Tanks Improvements project.

Source:

Funds available as of February 3, 2023					
ACCOUNT NUMBER	COST CENTER NAME	CHARACTER CODE/ ACCOUNT NAME	AMENDED BUDGET (Character)	AVAILABLE BALANCE (Character)	AMOUNT
10-454-7999-536-60- 6599-P12804	Fiveash Water Treatment Plant Filters Rehabilitation	Capital Outlay/ Construction	\$750,000	\$750,000	\$750,000
TOTAL AMOUNT →					\$750,000

Use:

ACCOUNT NUMBER	COST CENTER NAME	CHARACTER CODE/ ACCOUNT NAME	AMENDED BUDGET (Character)	AVAILABLE BALANCE (Character)	AMOUNT
10-454-7999-536-60- 6599-P12403	Peele-Dixie Water Treatment Plant Chemical Storage Improvements	Capital Outlay/ Construction	\$0	\$0	\$750,000
TOTAL AMOUNT →					\$750,000

**F. Transfer from Capital Projects to Operating Budget – Water and Sewer General
Capital Projects Fund - Water and Sewer Operations Fund - Lead & Copper
Compliance Program - \$ 1,000,000**

***Abandoning Small Watermain Abandonment – SE 25th Avenue and Fiveash Water
Treatment Plant Disinfection Improvements Projects***

The Lead and Copper Rule (LCR) was established in 1991 and requires water utilities entities to monitor and control lead and copper levels in drinking water. A new revision to the LCR was disseminated by the Environmental Protection Agency (EPA) on December 16, 2021, which requires all water utilities in the country to comply with the new rule revisions and establish a Lead & Copper Compliance Program. This Program encompasses developing and implementing a lead service line inventory, lead copper revision rule sampling monitoring plan, public education & outreach plan, and lead service line replacement plan. The Lead & Copper Compliance Program is enforced by the Florida Department of Environmental Protection (FDEP) and the first compliance milestone for inventory of lead service lines is due October 2024.

The cost for consulting services to perform the required assessment and to develop a plan for remediation is estimated to be \$1,000,000. Funding is available in the following sources for this high priority program:

	Commission District	Phase	Amount
Project Scope Reduction			
Fiveash Water Treatment Plant Disinfection Improvements	1, 2, 3, & 4	Construction	\$614,887

Included in Scope of Funded Project			
Small Watermain Abandonment – SE 25 th Avenue	4	Project Initiation & Planning	\$385,113

Staff recommends the City Commission amend the FY 2023 – FY 2027 Community Investment Plan (CIP) and FY 2023 Operating Budget in the amount of \$1,000,000 for Lead & Copper Compliance Program.

Source:

Funds available as of February 9, 2023					
ACCOUNT NUMBER	COST CENTER NAME	CHARACTER CODE/ ACCOUNT NAME	AMENDED BUDGET (Character)	AVAILABLE BALANCE (Character)	AMOUNT
10-454-7999-536-60-6599-P12721	Small Watermain Abandonment - SE 25th Avenue	Capital Outlay / Construction	\$ 385,157	\$ 385,113	\$ 385,113
10-454-7999-536-60-6599-P11589	Fiveash Water Treatment Plant Disinfection Improvements	Capital Outlay / Construction	\$ 1,633,851	\$ 712,843	\$ 614,887
TOTAL AMOUNT →					\$1,000,000

Use:

ACCOUNT NUMBER	COST CENTER NAME	CHARACTER CODE/ ACCOUNT NAME	AMENDED BUDGET (Character)	AVAILABLE BALANCE (Character)	AMOUNT
10-450-7301-536-30-3199	Distribution & Collections Operations	Services/ Material/ Other Prof Serv	\$11,375,748	\$1,664,947	\$1,000,000
TOTAL AMOUNT →					\$1,000,000

Police

G. Appropriation of Fund Balance – Department of Justice Trust Fund – Confiscated Funds – Police Equipment Purchases - \$1,185,000

The Police Department would like to utilize the City's procurement system to make purchases with funding from the Department of Justice Trust Funds. This request is to appropriate funding in the FY 2023 Budget for the following unbudgeted equipment purchases:

- \$620,000 for the purchase of night-time vision goggles for all SWAT officers (48 pairs of goggles).
- \$450,000 for the purchase of an upgraded bomb robot for the Bomb Squad.
- \$115,000 for the upgrading of the Police Department drone fleet from banned Chinese-made drones to units sourced from the United States or European Union suppliers. (6 drones)

Staff recommends the City Commission amend the FY 2023 Operating Budget in the

amount of \$1,185,000 to fund police equipment purchases using the Department of Justice Trust Funds.

Source:

Funds available as of February 10, 2023

ACCOUNT NUMBER	COST CENTER NAME	CHARACTER CODE/ ACCOUNT NAME	AMENDED BUDGET (Character)	AVAILABLE BALANCE (Character)	AMOUNT
10-107-0000-000-399-999	Justice Dept Other	Balances & Reserves/ Appropriated Fund Balance	N/A	N/A	\$1,185,000
TOTAL AMOUNT →					\$1,185,000

Use:

ACCOUNT NUMBER	COST CENTER NAME	CHARACTER CODE/ ACCOUNT NAME	AMENDED BUDGET (Character)	AVAILABLE BALANCE (Character)	AMOUNT
10-107-5080-521-60-6499	Justice Department	Capital Outlay/ Other Equipment	N/A	N/A	\$1,185,000
TOTAL AMOUNT →					\$1,185,000

Parks and Recreation

H. Appropriation from Unanticipated Revenues and Expenses –Cemetery System Fund – Mausoleums – Sunset Memorial Gardens Cemetery - \$1,561,584

This project is for construction of three garden mausoleums at Sunset Memorial Gardens Cemetery, located at 3201 NW 19th Street. A mausoleum is an above-ground, free-standing building containing crypts that memorialize individuals, offering a secure enclosure that remains clean and dry. Currently, the cemetery is at full capacity due to increased demand for mausoleums. The mausoleums will provide 476 crypts, which will generate revenue opportunities to finance operations and appropriately maintain the Perpetual Care Trust Fund.

The original project budget was estimated at \$709,745. In June 2022, a single bid was received and came in higher than the project budget at \$1,547,450. The sole bidder was deemed to be unqualified, and as a result, the bid was canceled. Based on price increases in the current market, additional funding is required to move forward and rebid the project and for additional in-house project management fees.

Funding is available in the amount of \$1,561,584 in the Cemetery System Fund.

Staff recommends that the City Commission amend the FY 2023 – FY 2027 Community Investment plan in the amount of \$1,561,584 to facilitate the Mausoleums - Sunset Memorial Gardens Cemetery Project.

Source:

<i>Funds available as of February 21, 2023</i>					
ACCOUNT NUMBER	COST CENTER NAME	CHARACTER CODE/ ACCOUNT NAME	AMENDED BUDGET (Character)	AVAILABLE BALANCE (Character)	AMOUNT
10-430-0000-000-399-999	Cemetery System - Capital Projects	Balances & Reserves/ Appropriated Fund Balance	NA	NA	\$1,561,584
TOTAL AMOUNT →					\$1,561,584

Use:

ACCOUNT NUMBER	COST CENTER NAME	CHARACTER CODE/ ACCOUNT NAME	AMENDED BUDGET (Character)	AVAILABLE BALANCE (Character)	AMOUNT
10-430-9100-539-60-6501-P12718	Mausoleums - Sunset Memorial Gardens Cemetery	Capital Outlay/ Internal Engineering Allocation	\$709,745	\$698,086	\$144,659
10-430-9100-539-60-6599-P12718	Mausoleums - Sunset Memorial Gardens Cemetery	Capital Outlay/ Construction	\$709,745	\$698,086	\$1,416,925
TOTAL AMOUNT →					\$1,561,584

I. Transfer Between Capital Projects – General Capital Projects Fund – Fire Station 3 HVAC Replacement – \$ 221,330

The Heating, Ventilation, and Air Conditioning (HVAC) units at Fire Station 3 need to be replaced. The three units were acquired in 2010 and are at the end of their useful life. These units supply cooling to the entire station and must be replaced.

The funds for this project are available in the Facilities Assessment – HVAC, Electric, and Plumbing Project, which is utilized for Citywide facility repairs and is recommended to be used for the replacement HVAC system.

Staff recommends that the City Commission amend the FY 2023 – FY 2027 Community Investment Plan (CIP) by amending the appropriate accounts in the amount of \$221,330 for removal and installation of the HVAC system at Fire Station 3.

Source:

<i>Funds available as of February 9, 2023</i>					
ACCOUNT NUMBER	COST CENTER NAME	CHARACTER CODE/ ACCOUNT NAME	AMENDED BUDGET (Character)	AVAILABLE BALANCE (Character)	AMOUNT
10-331-9100-519-60-6599-P12162	Facilities Assessment - HVAC, Elect, Plumb	Capital Outlay / Construction	\$3,981,317	\$3,912,860	\$221,330
TOTAL AMOUNT →					\$221,330

Use:

ACCOUNT NUMBER	COST CENTER NAME	CHARACTER CODE/ ACCOUNT NAME	AMENDED BUDGET (Character)	AVAILABLE BALANCE (Character)	AMOUNT
10-331-9100-519-60-6599-P12844	Fire Station 3 HVAC Removal and Installation	Capital Outlay / Construction	N/A	N/A	\$221,330
TOTAL AMOUNT →					\$221,330

J. Transfer Between Capital Projects – General Capital Fund – Pool Resurfacing – Riverland Pool & Lauderdale Manors Pool - \$200,000

The pools at Riverland and Lauderdale Manors require resurfacing. Funds for these improvements are available in the Facilities Assessment Exterior Repairs project, which is utilized for City-wide facility repairs and is recommended to be used for this improvement as well as the Pool Resurfacing Carter, Croissant and Riverland project which was completed under budget.

Staff recommends that the City Commission amend the FY 2023 – FY 2027 Community Investment Plan (CIP) in the amount of \$200,000 for Pool Resurfacing – Riverland Pool & Lauderdale Manors Pool.

Source:

Funds available as of February 21, 2023

ACCOUNT NUMBER	COST CENTER NAME	CHARACTER CODE/ ACCOUNT NAME	AMENDED BUDGET (Character)	AVAILABLE BALANCE (Character)	AMOUNT
10-331-9100-519-60-6599-P12163	Facilities Assessment - Ext Repair/Constr	Capital Outlay / Construction	\$888,062	\$375,694	\$122,651
10-331-9100-519-60-6599-P12578	Pool Resurfacing Carter Crois Riverland	Capital Outlay / Construction	\$201,799	\$77,349	\$77,349
TOTAL AMOUNT →					\$200,000

Use:

ACCOUNT NUMBER	COST CENTER NAME	CHARACTER CODE/ ACCOUNT NAME	AMENDED BUDGET (Character)	AVAILABLE BALANCE (Character)	AMOUNT
10-331-9100-519-60-6599-P12845	Pool Resurfacing - Riverland Pool & Lauderdale Manors Pool	Capital Outlay / Construction	N/A	N/A	\$200,000
TOTAL AMOUNT →					\$200,000

K. Transfer to Capital Projects and GO Bond 2020 Construction – Parks Operating Account and transfer of 2 Full-Time Positions from the Project Management Fund to the Parks Bond Fund– GO Bond 2020 Construction – Parks Fund, Project Management Fund – Parks Bond Projects – \$51,126,808.50

On March 12, 2019, Fort Lauderdale voters approved a bond referendum to issue General Obligation (“GO”) Bonds, in an amount not to exceed \$200,000,000, to finance

the acquisition, construction, renovation and improvement of various parks and recreational facilities. On January 7, 2020, the City Commission approved the first installment of \$80,000,000, Series 2020A Bonds ("Bonds"). A reconciliation of the use of the first installment is included as Exhibit 2. The second installment of \$60,000,000, Series 2020A Bonds ("Bonds"), will continue funding the cost of development, design, acquisition, construction, equipping, installation, improvement and furnishing of certain Parks and Recreation Projects.

The Parks and Recreation Projects to be undertaken by the City and financed with proceeds of the second series of Bonds must be approved by the City Commission by subsequent resolution; provided, however, that prior to the City Commission's approval of a Parks and Recreation Project that is not one of the four signature park projects (Joseph Carter Park, Holiday Park, Lockhart Stadium and Tunnel Top Park), such project shall have been reviewed by the City of Fort Lauderdale Parks, Recreation and Beaches Advisory Board (the "Advisory Board") and the Advisory Board shall have submitted its recommendation to the City Commission as to whether the project should or should not be undertaken and financed, in whole or in part, with proceeds of the Bonds. In deciding whether to undertake and finance with proceeds of the Bonds a Parks and Recreation Project that is not one of the four signature park projects, the City Commission shall conduct a public hearing and consider, but shall not be obligated to follow, the recommendation of the Advisory Board with respect to such project. The projects recommended for appropriation through this budget amendment are included in the table below to show the date that each project was reviewed by the advisory board and the date of the required public hearing.

Project	Date of Advisory Board Review	Public Hearing Date	Resolution
Joseph C. Carter Park	Signature Park Project	03/02/2021	21-45
Holiday Park	Signature Park Project	03/02/2021	21-45
Croissant Park	12/1/2021	01/05/2022	22-12
Floranada Elementary School Park	12/1/2021	01/05/2022	22-12
Osswald Park	12/1/2021	01/05/2022	22-12
Sheridan Technical High School Sunset Park	01/26/2022	05/03/2022	22-97
Ann Herman Park	12/1/2021	01/05/2022	22-12
Benneson Park	12/1/2021	01/05/2022	22-12
Bill Keith Preserve Park	12/1/2021	01/05/2022	22-12
Cooley's Landing	12/1/2021	01/05/2022	22-12

Park			
Coontie Hatchee Park	12/1/2021	01/05/2022	22-12
Esterre Davis Wright Park	12/1/2021	01/05/2022	22-12
Flamingo Park	12/1/2021	01/05/2022	22-12
Fort Lauderdale Beach	12/1/2021	01/05/2022	22-12
Guthrie Blake Memorial Park	12/1/2021	01/05/2022	22-12
Lauderdale Manors Park	12/1/2021	01/05/2022	22-12
Riverland Park	12/1/2021	01/05/2022	22-12
Walker Elementary School Park	12/1/2021	01/05/2022	22-12
Warbler Wetlands	12/1/2021	01/05/2022	22-12
George English Park	01/26/2022	05/03/2022	22-97
North Fork Riverfront Park	01/26/2022	05/03/2022	22-97
Sunrise Middle School Park	01/26/2022	05/03/2022	22-97
Stranahan High School Park	01/26/2022	05/03/2022	22-97
Steven Foster Elementary School Park	01/26/2022	05/03/2022	22-97
Westwood Heights Elementary School Park	01/26/2022	05/03/2022	22-97
Rock Island Elementary School Park	01/26/2022	05/03/2022	22-97
Thurgood Marshall Elementary School Park	01/26/2022	05/03/2022	22-97
Dillard High 6-12 Park	01/26/2022	05/03/2022	22-97
Harbordale Elementary School Park	01/26/2022	05/03/2022	22-97
Beach Community Center	03/25/2022	07/05/2022	22-158

The City currently has a Senior Project Manager and Project Manager II dedicated to the Parks Bond projects, currently funded in the Project Management Fund, as well as one

(1) Senior Administrative Assistant, directly funded through the Parks Bond, for a total of \$234,573 in personnel cost for FY 2023. With the transfer of the Senior Project Manager and Project Manager II, the interfund service charge and corresponding expenses in the Project Management Fund are recommended to be reduced by \$162,050.

Staff recommends the City Commission amend the FY 2023 – FY 2027 Community Investment Plan and FY 2023 Operating Budget by amending the appropriate accounts in the amount of \$51,126,808.50 to fund various Parks Bond Projects, to cover the personnel cost for one (1) Senior Administrative Assistant and to transfer one (1) Senior Project Manager and one (1) Project Manager II from the Project Management Fund to the GO Bond 2020 Construction – Parks Fund.

Source:

Funds available as of February 21, 2023					
ACCOUNT NUMBER	COST CENTER NAME	CHARACTER CODE/ SUB-OBJECT NAME	AMENDED BUDGET (Character)	AVAILABLE BALANCE (Character)	AMOUNT
10-353-6999-572-60-6599	GO Bond 2020 Construction - Parks	Capital Outlay / Construction	\$77,626,084	\$77,626,084	\$51,054,285.50
TOTAL AMOUNT →					\$51,054,285.50

Use:

ACCOUNT NUMBER	COST CENTER NAME	CHARACTER CODE/ SUB-OBJECT NAME	AMENDED BUDGET (Character)	AVAILABLE BALANCE (Character)	AMOUNT
10-353-6999-572-60-6599-P12632	Joseph C. Carter Park Improvements	Capital Outlay / Construction	\$2,465,516	\$644,117	\$11,155,484.00
10-353-6999-572-60-6599-P12633	Holiday Park Improvements	Capital Outlay / Construction	\$3,335,000	\$387,783	\$17,615,000.00
10-353-6999-572-60-6599-P12682	Croissant Park	Capital Outlay / Construction	\$609,151	\$299,747	\$2,010,849.00
10-353-6999-572-60-6599-P12683	Florana Park	Capital Outlay / Construction	\$227,700	\$0	\$429,082.00
10-353-6999-572-60-6599-P12684	Osswald Park	Capital Outlay / Construction	\$1,252,366	\$371,977	\$1,931,634.00
10-353-6999-572-60-6599-P12685	Sunset Park	Capital Outlay / Construction	\$300,000	\$300,000	\$729,000.00
10-353-6999-572-60-6599-P12750	Ann Herman Park Improvement Project	Capital Outlay / Construction	\$0	\$0	\$435,000.00
10-353-6999-572-60-6599-P12751	Benneson Park Improvement Project	Capital Outlay / Construction	\$0	\$0	\$412,500.00
10-353-6999-572-60-6599-P12752	Bill Keith Preserve Park Improvement Project	Capital Outlay / Construction	\$105,197	\$105,197	\$439,803.00
10-353-6999-572-60-6599-P12753	Cooley's Landing Marina Improvement Project	Capital Outlay / Construction	\$151,940	\$151,940	\$1,040,060.00
10-353-6999-572-60-6599-P12754	Coontie Hatchee Park Improvement Project	Capital Outlay / Construction	\$0	\$0	\$430,000.00

10-353-6999-572-60-6599-P12755	Esterre Davis Wright Park Improvement Project	Capital Outlay / Construction	\$0	\$0	\$665,000.00
10-353-6999-572-60-6599-P12756	Flamingo Park Improvement Project	Capital Outlay / Construction	\$0	\$0	\$940,000.00
10-353-6999-572-60-6599-P12758	Fort Lauderdale Beach Improvement Project	Capital Outlay / Construction	\$185,352	\$185,352	\$1,114,648.00
10-353-6999-572-60-6599-P12759	Guthrie Blake Park Improvement Project	Capital Outlay / Construction	\$0	\$0	\$520,000.00
10-353-6999-572-60-6599-P12760	Lauderdale Manors Park Improvement Project	Capital Outlay / Construction	\$217,396	\$217,396	\$1,638,604.00
10-353-6999-572-60-6599-P12761	Riverland Park Improvement Project	Capital Outlay / Construction	\$292,069	\$292,069	\$2,445,931.00
10-353-6999-572-60-6599-P12762	Walker Park Improvement Project	Capital Outlay / Construction	\$103,447	\$103,447	\$547,253.00
10-353-6999-572-60-6599-P12763	Warbler Wetlands Improvement Project	Capital Outlay / Construction	\$130,475	\$130,475	\$574,525.00
10-353-6999-572-60-6599-P12771	George English Park Improvements	Capital Outlay / Construction	\$477,250	\$417,666	\$725,662.50
10-353-6999-572-60-6599-P12776	North Fork School Park Improvements	Capital Outlay / Construction	\$0	\$0	\$785,000.00
10-353-6999-572-60-6599-P12777	Sunrise Middle School Park Improvements	Capital Outlay / Construction	\$0	\$0	\$1,725,000.00
10-353-6999-572-60-6599-P12775	Stranahan High School Park Improvements	Capital Outlay / Construction	\$0	\$0	\$300,000.00
10-353-6999-572-60-6599-P12781	Stephen Foster Elementary Park Improvements	Capital Outlay / Construction	\$0	\$0	\$500,000.00
10-353-6999-572-60-6599-P12778	Westwood Heights Elementary Park Improvements	Capital Outlay / Construction	\$0	\$0	\$375,000.00
10-353-6999-572-60-6599-P12780	Rock Island Elementary Park Improvements	Capital Outlay / Construction	\$0	\$0	\$262,500.00
10-353-6999-572-60-6599-P12779	Thurgood Marshall Elementary Park Improvements	Capital Outlay / Construction	\$0	\$0	\$400,000.00
10-353-6999-572-60-6599-P12773	Dillard 6-12 Park Improvements	Capital Outlay / Construction	\$0	\$0	\$100,000.00
10-353-6999-572-60-6599-P12782	Harbordale Elementary Park Improvements	Capital Outlay / Construction	\$0	\$0	\$275,000.00
10-353-6999-572-60-6599-P12843	Beach Community Center	Capital Outlay / Construction	\$0	\$0	\$531,750.00
				TOTAL AMOUNT →	\$51,054,285.50

Source:

Funds available as of February 21, 2023					
ACCOUNT NUMBER	COST CENTER NAME	CHARACTER CODE/ ACCOUNT NAME	AMENDED BUDGET (Character)	AVAILABLE BALANCE (Character)	AMOUNT
10-353-6999-572-60-6599	GO Bond 2020 Construction - Parks	Capital Outlay / Construction	\$77,626,084	\$77,626,084	\$234,573
TOTAL AMOUNT →					\$234,573

Use:

ACCOUNT NUMBER	COST CENTER NAME	CHARACTER CODE/ SUB-OBJECT NAME	AMENDED BUDGET (Character)	AVAILABLE BALANCE (Character)	AMOUNT
10-353-6010-572-10-1101	2020 Parks Bond	Salaries & Wages/ Permanent Salaries	NA	NA	\$158,943
10-353-6010-572-10-1401	2020 Parks Bond	Salaries & Wages/ Car Allowances	NA	NA	\$4,130
10-353-6010-572-10-1407	2020 Parks Bond	Salaries & Wages/ Expense Allowances	NA	NA	\$1,440
10-353-6010-572-10-1413	2020 Parks Bond	Salaries & Wages/ Cell Phone Allowances	NA	NA	\$1,950
10-353-6010-572-20-2210	2020 Parks Bond	Fringe Benefits/ FRS Pension	NA	NA	\$11,162
10-353-6010-572-20-2299	2020 Parks Bond	Fringe Benefits/ Defined Contribution	NA	NA	\$5,990
10-353-6010-572-20-2301	2020 Parks Bond	Fringe Benefits/ Social Security	NA	NA	\$12,577
10-353-6010-572-20-2401	2020 Parks Bond	Fringe Benefits/ Disability Insurance	NA	NA	\$277
10-353-6010-572-20-2402	2020 Parks Bond	Fringe Benefits/ Life Insurance	NA	NA	\$105
10-353-6010-572-20-2404	2020 Parks Bond	Fringe Benefits/ Health Insurance	NA	NA	\$26,408
10-353-6010-572-30-3216	2020 Parks Bond	Costs/Fees Permits	NA	NA	\$80
10-353-6010-572-30-3907	2020 Parks Bond	Data Processing Supplies	NA	NA	\$365
10-353-6010-572-30-3925	2020 Parks Bond	Office Equipment <\$5,000	NA	NA	\$600
10-353-6010-572-30-3928	2020 Parks Bond	Office Supplies	NA	NA	\$500
10-353-6010-572-30-3940	2020 Parks Bond	Safety Shoes	NA	NA	\$375
10-353-6010-572-30-3949	2020 Parks Bond	Uniforms	NA	NA	\$75
10-353-6010-572-40-4119	2020 Parks Bond	Training & Travel	NA	NA	\$5,000
10-353-6010-572-40-4404	2020 Parks Bond	Fidelity Bonds	NA	NA	\$10

10-353-6010-572-40-4407	2020 Parks Bond	Employee Proceedings	NA	NA	\$260
10-353-6010-572-40-4410	2020 Parks Bond	General Liability	NA	NA	\$3,131
10-353-6010-572-40-4416	2020 Parks Bond	Other Insurance Charges	NA	NA	\$1,195
TOTAL AMOUNT →					\$234,573

Source:

ACCOUNT NUMBER	COST CENTER NAME	CHARACTER CODE/ ACCOUNT NAME	AMENDED BUDGET (Character)	AVAILABLE BALANCE (Character)	AMOUNT
10-530-7050-539-369-902-INT552	Project Management Administration	Interfund Service Charge - Engineering	\$4,711,679	\$4,630,874	(\$162,050)
TOTAL AMOUNT →					(\$162,050)

Use:

ACCOUNT NUMBER	COST CENTER NAME	CHARACTER CODE/ SUB-OBJECT NAME	AMENDED BUDGET (Character)	AVAILABLE BALANCE (Character)	AMOUNT
10-530-7052-539-10-1101	PM Dedicated Resources	Salaries & Wages/ Permanent Salaries	NA	NA	(\$109,885)
10-530-7052-539-10-1401	PM Dedicated Resources	Salaries & Wages/ Car Allowances	NA	NA	(\$4,130)
10-530-7052-539-10-1413	PM Dedicated Resources	Salaries & Wages/ Cell Phone Allowances	NA	NA	(\$1,470)
10-530-7052-539-20-2210	PM Dedicated Resources	Fringe Benefits/ FRS Pension	NA	NA	(\$4,689)
10-530-7052-539-20-2299	PM Dedicated Resources	Fringe Benefits/ Defined Contribution	NA	NA	(\$5,990)
10-530-7052-539-20-2301	PM Dedicated Resources	Fringe Benefits/ Social Security	NA	NA	(\$8,781)
10-530-7052-539-20-2401	PM Dedicated Resources	Fringe Benefits/ Disability Insurance	NA	NA	(\$277)
10-530-7052-539-20-2402	PM Dedicated Resources	Fringe Benefits/ Life Insurance	NA	NA	(\$102)
10-530-7052-539-20-2404	PM Dedicated Resources	Fringe Benefits/ Health Insurance	NA	NA	(\$15,136)
10-530-7052-539-30-3216	PM Dedicated Resources	Costs/Fees Permits	NA	NA	(\$80)
10-530-7052-539-30-3907	PM Dedicated Resources	Data Processing Supplies	NA	NA	(\$365)
10-530-7052-539-30-3925	PM Dedicated Resources	Office Equipment <\$5,000	NA	NA	(\$600)
10-530-7052-539-30-3928	PM Dedicated Resources	Office Supplies	NA	NA	(\$500)
10-530-7052-539-30-3940	PM Dedicated Resources	Safety Shoes	NA	NA	(\$375)
10-530-7052-539-30-3949	PM Dedicated Resources	Uniforms	NA	NA	(\$75)
10-530-7052-539-40-4119	PM Dedicated Resources	Training & Travel	NA	NA	(\$5,000)
10-530-7052-539-40-4404	PM Dedicated Resources	Fidelity Bonds	NA	NA	(\$10)

10-530-7052-539-40-4407	PM Dedicated Resources	Employee Proceedings	NA	NA	(\$260)
10-530-7052-539-40-4410	PM Dedicated Resources	General Liability	NA	NA	(\$3,131)
10-530-7052-539-40-4416	PM Dedicated Resources	Other Insurance Charges	NA	NA	(\$1,195)
TOTAL AMOUNT →					(\$162,050)

Information Technology Services

L. Appropriation from Fund Balance – Central Services – Operations Fund – Network Equipment Upgrade - \$1,200,000

Due to recent system challenges with the City's network, the Information Technology Services Department is requesting to appropriate \$1,200,000 from the Central Service Fund Balance to make an emergency purchase of network equipment to ensure reduced downtime, simplify management, lower costs, and more importantly improve and maintain network performance. The equipment to be purchased are Wide-Area Network (WAN) ports, Routers, Licenses, Gateways, Switches, Cables and Adapters.

Staff recommends the City Commission amend the FY 2023 Operating Budget in the amount of \$1,200,000 to fund network equipment upgrades.

Source:

Funds available as of March 6, 2023

ACCOUNT NUMBER	COST CENTER NAME	CHARACTER CODE/ ACCOUNT NAME	AMENDED BUDGET (Character)	AVAILABLE BALANCE (Character)	AMOUNT
10-581-0000-000-399-999	Central Services-Operations	Balances and Reserves / Appropriated Fund Balance	NA	NA	\$1,200,000
TOTAL AMOUNT →					\$1,200,000

Use:

ACCOUNT NUMBER	COST CENTER NAME	CHARACTER CODE/ ACCOUNT NAME	AMENDED BUDGET (Character)	AVAILABLE BALANCE (Character)	AMOUNT
10-581-2230-516-60-6499	Infrastructure & Operations	Capital Outlay/ Other Equipment	\$1,512,142	\$458,325	\$1,200,000
TOTAL AMOUNT →					\$1,200,000

Strategic Connections

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

- The Internal Support Focus Area
- Goal 8: Be a leading government organization that manages all resources wisely and sustainably
- Objective: Maintain financial integrity through sound budgeting practices, prudent fiscal management, cost effective operations, and long-term planning

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

Related CAMs

None

Attachment

Exhibit 1 – American Rescue Plan Act – FY 2023 Recommendations

Exhibit 2 – Phase I – Parks Bond - \$80 million installment

Exhibit 3 – Resolution

Prepared by: Tamieka McGibbon, Principal Budget and Management Analyst

Department Director: Laura Reece, Office of Management and Budget



CITY OF FORT LAUDERDALE
City Commission Agenda Memo
REGULAR MEETING

#23-0318

2
4-1
(PBP
No)

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

FROM: Greg Chavarria, City Manager

DATE: March 8, 2023

TITLE: **WALK ON** - Resolution Approving a Waiver of the Mandatory Formal Bid Requirements of City Code Section 2-181 to Procure Booking Services from Wizard Entertainment, Inc. for the 4th of July Spectacular on Fort Lauderdale Beach - \$131,400 - (**Commission District 2**)

Recommendation

Staff recommends the City Commission adopt a resolution approving the waiver of mandatory formal bid requirements of Section 2-181 of the Code of Ordinances of the City of Fort Lauderdale, Florida, to procure booking services from Wizard Entertainment, Inc. ("Wizard"), and authorize the City Manager to execute an agreement, in substantially the form attached, to secure a headline entertainer for the 4th of July Spectacular on Fort Lauderdale Beach, for a total cost of \$131,400.

Background

The City of Fort Lauderdale produces an annual event for the 4th of July Spectacular on Fort Lauderdale Beach, which includes various artists who provide entertainment to patrons throughout the day on Fort Lauderdale Beach. This year, the City will be engaging the professional services of Wizard, a booking agent, to assist in securing a headline entertainer for the 4th of July Spectacular on Fort Lauderdale Beach. Due to contractual obligations, the name of the entertainer will be released at a later date.

Resource Impact

City will pay Wizard Entertainment, Inc. a total sum of \$131,400 to be divided as follows: \$115,000, as full and final compensation for the headline entertainer with band and dancers; \$11,500 for Wizard's (10%) booking fee; and \$4,900, to cover any and all production fees, catering fees, and production manager fees for the headline entertainer. Funds in the total amount of \$131,400 are available in the FY 2023 Budget in the account listed below.

Funds available as of March 6, 2023					
ACCOUNT NUMBER	PROJECT NAME (Program)	CHARACTER/ ACCOUNT NAME	AMENDED BUDGET (Character)	AVAILABLE BALANCE (Character)	PURCHASE AMOUNT
10-001-6025-574-30-3203-PSE001	Community Events	Capital Outlay /Construction	\$399,300	\$399,300	\$131,400
PURCHASE TOTAL ►					\$131,400

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: Build a healthy and engaging community.
- Objective: Offer a diverse range of recreational and educational programming

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

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

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

Attachment

Exhibit 1 - Invoices from Wizard Entertainment, Inc.

Exhibit 2 - Agreement with Wizard Entertainment, Inc.

Exhibit 3 - Resolution

Prepared by: Carolyn Bean, Assistant to the Director, Parks and Recreation
Glenn Marcos, Chief Procurement Officer/Asst. Dir., Finance
Heather Rose, Senior Procurement Specialist, Finance
Matthew Eaton, Senior Administrative Assistant, Finance

Department Director: Phil Thornburg, Parks and Recreation
Linda Short, Finance

Wizard Entertainment, Inc.
1322 SE 17th Street
Fort Lauderdale, FL 33316



Invoice

Office: 954.564.8300

Bill To:

City of Fort Lauderdale
100 N. Andrews Ave
Room 619
Fort Lauderdale, FL 33301

Date	Invoice No.	P.O. Number	Terms	Project
03/06/23	2519		Due on receipt	

Item	Description	Quantity	Rate	Amount
Talent Procurement	July 4th ARTIST FEE ARTIST fee \$115,000	1	115,000.00	115,000.00
Talent Procurement	July 4th WIZARD BOOKING FEE ARTIST fee \$115,000 X 10% = \$11,500 Payable via city check	1	11,500.00	11,500.00
			Total	\$126,500.00

2

RESOLUTION NO. 23-

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT LAUDERDALE, FLORIDA, APPROVING THE WAIVER OF MANDATORY BID REQUIREMENTS OF CITY CODE SECTION 2-181 TO PROCURE THE PROFESSIONAL SERVICES OF A BOOKING AGENT FOR THE CITY'S 4TH OF JULY SPECTACULAR ON FORT LAUDERDALE BEACH; AUTHORIZING THE CITY MANAGER TO EXECUTE A SERVICE AGREEMENT WITH WIZARD ENTERTAINMENT, INC. FOR A TOTAL AMOUNT OF ONE HUNDRED THIRTY-ONE THOUSAND FOUR HUNDRED DOLLARS (\$131,400) FOR BOOKING SERVICES AND ANY AND ALL DOCUMENTS NECESSARY OR INCIDENTAL THERETO; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission recognize that sponsoring and supporting community recreational events promote the general health and welfare of its residents; and

WHEREAS, the City desire to secure a professional booking agent to engage a national musical stage artist with band and dancers, to perform and headline the City-sponsored 4th of July Spectacular on Fort Lauderdale Beach scheduled on July 4, 2023 ("Event"), including any and all production elements necessary for the headline entertainer to perform at the Event and any other items usual and customary within the music industry for the performance of the headline entertainer with band and dancers' (collectively "Services"); and

WHEREAS, the City must engage a national musical stage artist as soon as possible to secure the date and time is of the essence to avoid unnecessary delays or complications with the Event's production; and

WHEREAS, Section 2-181 of the Code of Ordinances of the City of Fort Lauderdale, Florida, requires compliance with the City's formal bid process to procure goods and services, unless otherwise exempted by City Code or State law; and

WHEREAS, Section 2-176(e)(17) of the Code of Ordinances provides the City Commission may adopt a resolution waiving the mandatory bid requirements of Section 2-181 of the Code of Ordinances to purchase goods and services; and

WHEREAS, Wizard Entertainment, Inc. represents to the City it is a professional booking agent with the necessary qualifications, specific skills, talent, professional expertise,

City Clerk
DAVID R. SOLOMAN

APPROVED AS TO FORM:

Interim City Attorney
D'WAYNE M. SPENCE

Dean J. Trantalis _____
John C. Herbst _____
Steven Glassman _____
Pamela Beasley-Pittman _____
Warren Sturman _____

**CITY OF FORT LAUDERDALE
BOOKING AGENT SERVICES AGREEMENT FOR NATIONAL ARTIST**

THIS AGREEMENT, made this _____ day of March 2023, is by and between the CITY of Fort Lauderdale ("CITY"), a Florida municipality, with its principal address at 100 North Andrews Avenue, Fort Lauderdale, Florida 33301, and **WIZARD ENTERTAINMENT, INC.** ("BOOKING AGENT"), a Florida Profit Corporation with its principal address at 1322 SE 17th Street, Fort Lauderdale, Florida 33316 (collectively "Parties").

WITNESSETH:

WHEREAS, CITY recognizes that sponsoring and supporting community recreational events promote the general health and welfare of its residents; and

WHEREAS, CITY desires to secure the professional booking services of BOOKING AGENT to engage a national musical stage artist with band and dancers (also referred to as "**ARTIST**" or "**ARTIST with band and dancers**") to perform and headline **4th of July Spectacular on Fort Lauderdale Beach** scheduled on **July 4, 2023**, at the **Fort Lauderdale Beach**, 401 South Fort Lauderdale Beach Boulevard, Fort Lauderdale, Florida ("Event") including, but not limited to, including any and all production elements customary and necessary for the **ARTIST with band and dancers** to perform at the Event, as well as any other necessary items usual and customary within the music industry for the Artist with band and dancers' performance (collectively "Services"); and

WHEREAS, BOOKING AGENT represents to City it is a professional booking agent with the necessary qualifications, specific skills, talent, professional expertise, experience, knowledge, and ability to engage **ARTIST with band and dancers** to perform the Services at the City's Event and is willing and able to enter into this Agreement with CITY; and

WHEREAS, pursuant to Section 2-176(e)(17) of the Code of Ordinances of the City of Fort Lauderdale, Florida, the City Commission adopted a resolution waiving the formal bid requirements of City Code Section 2-181 to procure BOOKING AGENT to secure a headline entertainer for the 4th of July Spectacular on Fort Lauderdale Beach; and

WHEREAS, CITY desires to retain BOOKING AGENT to perform the Services, subject to the terms and conditions of this Agreement; and

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and adequacy of which are acknowledged, Parties covenant and agree to the following terms and conditions:

I. RECITALS

Parties agree the foregoing recitals are true and correct and incorporated herein by this reference.

II. SCOPE OF SERVICES

Unless otherwise specified herein, BOOKING AGENT shall perform all work identified in this Agreement. The Parties agree the Scope of Services is a description of BOOKING AGENT's obligations and responsibilities, and is deemed to include all negotiated terms, conditions, considerations, and prerequisites, and all labor, materials, equipment, and tasks which are such an inseparable part of the work described that exclusion would render performance by BOOKING AGENT impractical, illogical, or unconscionable.

By signing this Agreement, BOOKING AGENT represents that it has thoroughly reviewed the documents incorporated into this Agreement by reference and that it accepts the description of the Services required and the conditions under which the Services are to be performed.

By signing this Agreement, BOOKING AGENT represents and warrants that, as of the effective date of this agreement, it has full legal authority by all necessary and appropriate written instruments to legally bind **ARTIST with band and dancers, and all Other Artists listed in the Scope of Services**, and any dancer, band member, musician, and person associated or related to the production of the scheduled performance at City's **July 4th Celebration**, and execute this Agreement on behalf of **ARTIST with band and dancers, and all Other Artists listed in the Scope of Services**, and that BOOKING AGENT has thoroughly reviewed the documents incorporated into this Agreement by reference and accepts the description of the Scope of Services to be performed and the terms and conditions contained in this Agreement. **Advertising ARTIST will not begin until May 6, 2023, which shall not include the City publishing this service agreement on the City Commission agenda scheduled for March 8, 2023.**

A. Terms Defined

1. *PROFESSIONAL STAGE NAME OF NATIONAL ARTIST(S)*:
The City Manager is authorized to confirm the identity of the Artist no later than May 6, 2023.
2. *NAME OF EVENT*: July 4th Celebration
3. *DATE OF PERFORMANCE*: Tuesday, July 4, 2023
4. *LOCATION OF STAGE*: Fort Lauderdale Beach, just south of Las Olas Boulevard.
Exact Address: On the sand at 401 S. Broward, Fort Lauderdale, FL 33312

5. *PERFORMANCE HOURS ("SET")*: from 7:45 pm to 9:00 pm ("full set")
6. *LOAD IN TIME & LINE CHECK*: TO BE DETERMINED BY BOOKING AGENT
7. *OTHER MUSICIAN(S)/PERFORMER(S)*: Artist's performance shall include performance(s) at the EVENT by the following dancers, musicians, band members, entertainers and performers (collectively, "Other Artists"). BOOKING AGENT represents the following artists shall support and/or perform with ARTIST: One (1) DJ, three (3) dancers, four (4) band members including, but not limited to musicians playing the following instruments: drums, keyboards, bass and lead guitar. **The name of the following Artists line-up shall be provided to the City prior to final payment and shall not be changed or altered without the prior written consent of the Parks and Recreation Director.**

<u>NAME</u>	<u>INSTRUMENT/POSITION/ROLE</u>
a. _____	_____
b. _____	_____
c. _____	_____
d. _____	_____
e. _____	_____

8. Artist shall perform a full set for the duration of the scheduled performance period as provided in sub-paragraph II.A.5 above. The Artist shall physically arrive at the stage site no later than sixty (60) minutes before the scheduled performance time and shall be ready, willing and able to perform. Failure to report to the festival or event site in accordance with this provision shall be grounds for CITY to pro-rate and adjust any and all payment due under this Agreement or terminate this Agreement without further notice or compensation to BOOKING AGENT or Artists.
9. *ARRIVAL TIME*: ARTIST with Band and Dancers, and all accompanied musicians and/or performers listed in paragraph II.A.7., shall arrive at the EVENT location no later than sixty (60) minutes prior to the scheduled start time for the scheduled performance, and shall be ready and able to perform a full set on the Event stage, as provided for in Paragraph II1.A.5 of this Agreement. ARTIST with Band and Dancers shall perform a minimum of ninety (90%) percent of the scheduled performance time. Failure to abide by this provision or if ARTIST with Band and Dancers is unwilling, unprepared, not ready to perform, or unable to perform in accordance with the terms and conditions of this Agreement, City may terminate this Agreement without further notice to ARTIST with Band and Dancers and ARTIST with Band and Dancers shall forfeit 100% of any and all compensation due to ARTIST with Band and Dancers under this Agreement or any remaining financial obligation due to ARTIST by CITY.

Alternatively, and at CITY's sole discretion, CITY may prorate and adjust any and all compensation due to under this Agreement or terminate this Agreement without further notice or compensation to BOOKING AGENT or Artists.

10. *STAGE DELAY*: City may deduct and retain five (5%) percent of the total payment due to BOOKING AGENT if ARTIST with Band and Dancers or any Other Artist listed in the Scope of Services fails to report for the scheduled performance at the specified time or fails to vacate the stage within thirty (30) minutes after the scheduled end time for the performance as Provided in when additional performances are scheduled after ARTIST with Band and Dancers, if applicable, when such failure is through no fault of City or due to Force Majeure.
11. *EQUIPMENT/INSTRUMENTS*: BOOKING AGENT shall furnish all personal band equipment, instruments, props and other equipment, supplies and incidentals necessary for the performance.
12. *COVERED STAGE*: CITY will provide a professional concert quality covered stage, risers, large concert quality sound and lighting systems, video wall, backline gear and technicians, per the Artist rider, attached hereto and identified as "**Exhibit A**" and incorporated herein as if fully stated in this Agreement.
13. *MERCHANDISE DEALS*: The CITY will provide an area where the ARTIST may sell ARTIST's merchandise (CD's, T-shirts and books for example) to the public and sign autographs near the main stage. Any and all monies derived from the sale of the Artist merchandise shall belong to ARTIST.
14. *TAXES*: BOOKING AGENT is responsible for paying all applicable local, state and federal taxes. BOOKING AGENT shall also be responsible for acquiring and paying all required local, state and federal professional certifications, licenses, permits and business tax licenses, and ensure same are timely renewed and remain active during the entire term of this Agreement. BOOKING AGENT shall submit all required W-9 forms for each artist and band information sheets with this Agreement, in compliance with all state and federal laws. S.S.# or E.I.N. # must be on listed on all invoices and W-9 to ensure proper payment and returned with an this Agreement, duly executed, witnessed and notarized to the Parks and Recreation Department of City within ten (10) days of receipt and prior to the performance date. Mail all required forms and signed Agreement to:

Attn: Debbie Bylica
Parks and Recreation Dept.
City of Fort Lauderdale

1150 G. Harold Martin Dr.
Fort Lauderdale, FL 33312

B. Work Outside Scope of Services

CITY and BOOKING AGENT acknowledge that the Scope of Services does not delineate every detail and minor work tasks required to be performed by BOOKING AGENT to complete the Services. If, during the course of the performance of the Services included in this Agreement, BOOKING AGENT determines that work should be performed to complete the Services which is, in BOOKING AGENT's professional expertise and opinion, outside the level of effort originally anticipated, whether or not the Scope of Services identifies the work items, BOOKING AGENT shall immediately notify CITY and obtain the written approval of the CITY Manager, or his designee, in a timely manner before proceeding with the work. Verbal notice to CITY staff does not constitute authorization or approval by CITY to perform the proposed work. CITY shall not pay for any work that is not approved by the CITY Manager or his designee in writing. If BOOKING AGENT proceeds with said work without notifying the CITY and securing the written approval of the CITY Manager, or his designee, said work shall be deemed to be non-conforming whether specifically addressed in the Scope of Services.

BOOKING AGENT acknowledges and agrees that any changes to the Scope of Services or amendments to this Agreement or related documents must be authorized in writing by the CITY Manager, or his designee, and approved by the CITY Commission whenever required in compliance with the Charter and Code of Ordinances for the CITY of Fort Lauderdale. Performance of work by BOOKING AGENT, ARTIST with Band and Dancers, or any Other Artist listed in the Scope of Services, outside the originally anticipated level of effort without prior written approval by the CITY Manager, or his designee, or the CITY Commission whenever necessary, is at BOOKING AGENT's sole risk.

III. TERM OF AGREEMENT

This Agreement is **effective on the final date of execution by all parties and shall terminate at the conclusion of the scheduled performance on July 4, 2023**. Any extension to this Agreement is subject to all terms, conditions and specifications contained in this Agreement and the mutual written consent of both Parties. In the event the term of this Agreement extends beyond the end of any fiscal year of CITY, to wit, September 30th, the continuation of this Agreement beyond the end of such fiscal year shall be subject to both the appropriation and the availability of funds. CITY shall have no further obligations to BOOKING AGENT, ARTIST with Band and Dancers, or any Other Artist listed in the Scope of Services, unless otherwise provided by law.

IV. COMPENSATION

CITY agrees to pay BOOKING AGENT a total sum of **ONE HUNDRED THIRTY-ONE THOUSAND FOUR HUNDRED DOLLARS AND ZERO CENTS (\$131,400.00)** (hereinafter "total sum due"), to be divided as follows: **ONE HUNDRED FIFTEEN THOUSAND DOLLARS AND ZERO CENTS (\$115,000.00)** as full and final compensation to ARTIST with Band and Dancers, and all Other Artists listed in the Scope of Services, **ELEVEN THOUSAND FIVE HUNDRED DOLLARS AND ZERO CENTS (\$11,500.00)** as full and final compensation for BOOKING AGENT'S ten percent (10%) booking fee as described in attached **Exhibit A**, and **FOUR THOUSAND NINE HUNDRED DOLLARS AND ZERO CENTS (\$4,900.00)**, as full and final compensation for any and all production fees, catering fees, and production manager fees for the ARTIST, his band and dancers, as described in attached **Exhibit B**. Parties agree the total sum due under this Agreement is paid by CITY to BOOKING AGENT as full and final compensation for all production costs and performance Services outlined under the Scope of Services, inclusive of all required insurance and all travel and hotel accommodation costs. CITY will pay BOOKING AGENT the total sum due in two (2) equal installments as follows: (a) **SIXTY-FIVE THOUSAND SEVEN HUNDRED DOLLARS AND ZERO CENTS (\$65,700.00)** is due to BOOKING AGENT once this Agreement is executed by all Parties; and (b) the balance of **SIXTY-FIVE THOUSAND SEVEN HUNDRED DOLLARS AND ZERO CENTS (\$65,700.00)** is due and payable on Jul 4, 2023.

It is acknowledged and agreed by BOOKING AGENT that this amount is the maximum payable and constitutes CITY's obligation to compensate BOOKING AGENT, ARTIST with Band and Dancers, any and all persons performing work under the Scope of Services pursuant to the terms and conditions of this Agreement. This maximum amount, however, does not constitute a limitation of any sort upon BOOKING AGENT's obligation to perform all items of work required by or which can be reasonably inferred from the Scope of Services. Changes which are mutually agreed upon by and between CITY and BOOKING AGENT shall be incorporated in written amendments to this Agreement and executed by both parties.

BOOKING AGENT accepts payment from the City in a total amount of **ONE HUNDRED THIRTY-ONE THOUSAND FOUR HUNDRED DOLLARS AND ZERO CENTS (\$131,400.00)** of as the full and final payment due and payable to ARTIST and all band members, dancers, musicians, and all Other Artist listed in the Scope of Services, including those person(s) associated or related to the production of ARTIST with Band and Dancers' performance at this event and due compensation pursuant to the terms of this Agreement. City is not responsible for the division of funds between BOOKING AGENT and any third party listed in the Scope of Services, and by this reference, BOOKING AGENT agrees to compensate ARTIST with Band and Dancers, and each Artist listed in the Scope of Services, and any other party due compensation under this Agreement. BOOKING AGENT, its respective officers, successors and assigns, agree to defend, at its expense, respectively, counsel being subject to City's approval, and indemnify and hold harmless the City and City officers, employees and agents, from and against any claim by, or judgement in favor of any BOOKING AGENT, including any award for attorney's fees and any award of costs, against the City to recover amounts

paid or payable to BOOKING AGENT under this Agreement. This provision shall survive any early cancelation or termination of this Agreement.

V. METHOD OF BILLING AND PAYMENT

BOOKING AGENT shall submit written request(s) for payment supported by proper invoices with detailed receipts that tie expenses to costs associated with the Services outlined herein. Proper invoices shall designate the nature of the services performed and/or the goods provided and comply with the Florida Prompt Payment Act, Section 218.73, Florida Statutes, as may be amended or revised.

Notwithstanding any provision of this Agreement to the contrary, CITY may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of inadequate or defective work that has not been remedied or resolved in a manner satisfactory to the CITY Manager or his designee or failure to comply with this Agreement. The amount withheld shall not be subject to interest payment by CITY.

VI. GENERAL CONDITIONS

A. Indemnification

BOOKING AGENT shall protect and defend at BOOKING AGENT'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 or arising directly or indirectly out of any act or omission by the BOOKING AGENT and/or ARTIST, individually or jointly, or their officers, employees, agents, invitees, subcontractors, or sublicensees of the BOOKING AGENT and or ARTIST. The provisions and obligations of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by the CITY Manager, any sums due BOOKING AGENT under this Agreement may be retained by CITY until all of CITY's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by CITY. This provision shall survive any early cancelation or termination of this Agreement.

B. Intellectual Property

BOOKING AGENT represents and warrants that BOOKING AGENT and the artists engaged by BOOKING AGENT do not infringe upon or violate any copyrights or other rights of any person, firm or organization. BOOKING AGENT shall protect and defend at BOOKING AGENT's expense, counsel being subject to the CITY's approval, and indemnify and hold harmless the CITY from and against any and all losses, penalties, fines, damages, settlements, judgments, claims, costs, charges, royalties, expenses, or liabilities, including any award of attorney fees and any

award of costs, in connection with or arising directly or indirectly out of any infringement or allegation of infringement of any patent, copyright, or other intellectual property right in connection with the BOOKING AGENT's or the CITY's use of any copyrighted, patented or un-patented invention, process, article, material, or device that is manufactured, provided, or used pursuant to this Agreement. If BOOKING AGENT or any of its engaged artists use any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that BOOKING AGENT shall be solely liable for the costs arising from the use of such design, device, or materials in any way involved in the Scope of Services. This provision shall survive any early cancelation or termination of this Agreement.

C. 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 BOOKING AGENT, 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 BOOKING AGENT. The BOOKING AGENT shall provide the CITY a certificate of insurance evidencing such coverage. The BOOKING AGENT's insurance coverage shall be primary insurance for all applicable policies. The limits of coverage under each policy maintained by the BOOKING AGENT shall not be interpreted as limiting the BOOKING AGENT'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 BOOKING AGENT for assessing the extent or determining appropriate types and limits of coverage to protect the BOOKING AGENT 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 BOOKING AGENT 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 \$1,000,000 aggregate for Bodily Injury, Property Damage, and Personal and Advertising Injury
- \$1,000,000 each occurrence and \$1,000,000 aggregate for Products and Completed Operations

Policy must include coverage for contractual liability and independent contractors.

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 BOOKING AGENT. The coverage shall contain no special limitation on the scope of protection afforded to the CITY, its officials, employees, and volunteers.

Errors & Omissions Professional Liability

Coverage must be afforded for Wrongful Acts in an amount not less than \$1,000,000 each claim and \$2,000,000 aggregate.

BOOKING AGENT must keep the professional liability insurance in force until the third anniversary of expiration or early termination of this Agreement or the third anniversary of acceptance of work by the CITY, whichever is longer, which obligation shall survive expiration or early termination of this Agreement.

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 BOOKING AGENT does not own vehicles, the BOOKING AGENT shall maintain coverage for Hired and Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

Workers' Compensation and Employer's Liability

Coverage must be afforded per Chapter 440, Florida Statutes. 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 BOOKING AGENT waives, and the BOOKING AGENT shall ensure that the BOOKING AGENT'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.

Insurance Certificate Requirements

- a. The BOOKING AGENT 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 BOOKING AGENT 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 BOOKING AGENT 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 BOOKING AGENT following expiration or early termination of the Agreement goes beyond the expiration date of the insurance policy, the BOOKING AGENT 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.
- g. The title of the Agreement, 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 BOOKING AGENT 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 BOOKING AGENT's expense.

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

The BOOKING AGENT'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 BOOKING AGENT 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, BOOKING AGENT 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 BOOKING AGENT's insurance policies.

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

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

D. Environmental, Health and Safety

BOOKING AGENT shall place the highest priority on health and safety and shall maintain a safe working environment during performance of the Services. BOOKING AGENT shall comply, and shall secure compliance by its employees, agents, and subcontractors, with all applicable environmental, health, safety and security laws and regulations, and performance conditions in this Agreement. Compliance with such requirements shall represent the minimum standard required of BOOKING AGENT. BOOKING AGENT shall be responsible for examining all requirements and determine whether additional or more stringent environmental, health, safety and security provisions are required for the work. BOOKING AGENT agrees to utilize protective devices as required by applicable laws, regulations, and any industry or BOOKING AGENT's health and safety plans and regulations, and to pay the costs and expenses thereof, and warrants that all such persons shall be fit and qualified to carry out the Services.

E. Standard of Care

BOOKING AGENT represents that it is qualified to perform the Services, that BOOKING AGENT and his/her/its subcontractors possess current, valid state and/or local licenses to perform the Services, and that their services shall be performed in a manner consistent with that level of care and skill ordinarily exercised by other qualified BOOKING AGENTS under similar circumstances within the music industry.

F. Independent Contractor

BOOKING AGENT, ARTIST, band members, dancers, and all persons performing work under the Scope of Services pursuant to the terms and conditions of this Agreement, are individually and severally, an independent contractor under this Agreement. Services provided by ARTIST, band members, dancers, any persons performing work under the Scope of Services pursuant to the terms and conditions of this Agreement, and any sub-contractor pursuant to this Agreement shall be subject to the supervision of the BOOKING AGENT. In providing such services, neither BOOKING AGENT nor BOOKING AGENT's agents or subcontractor shall act as officers, employees, or agents of CITY. No partnership, joint venture, or other joint relationship is created hereby. CITY does not extend to BOOKING AGENT, or BOOKING AGENT's agents or subcontractors, any authority of any kind to bind CITY in any respect whatsoever.

G. Inspection and Non-Waiver

BOOKING AGENT shall permit the representatives of CITY to inspect and observe the Services at all times.

The failure of the CITY to insist upon strict performance of any other terms of this Agreement or to exercise any rights conferred by this Agreement shall not be construed by BOOKING AGENT as a waiver of the CITY's right to assert or rely on any such terms or rights on any future occasion or as a waiver of any other terms or rights.

H. Assignment and Performance

Neither this Agreement nor any right or interest herein shall be assigned, transferred, or encumbered without the written consent of the other party. CITY may terminate this Agreement, effective immediately, if there is any assignment, or attempted assignment, transfer, or encumbrance, by BOOKING AGENT of this Agreement or any right or interest herein without CITY's prior written consent.

BOOKING AGENT represents that each person who will render services pursuant to this Agreement is duly qualified to perform such services by all appropriate industry standards and governmental authorities, where required, and that each such person is reasonably experienced and skilled in the area(s) for which he or she will render his or her services.

BOOKING AGENT shall perform BOOKING AGENT's duties, obligations, and services under this Agreement in a skillful and respectable manner. The quality of BOOKING AGENT's performance and all interim and final product(s) provided to or on behalf of CITY shall be comparable to the best local and national standards.

In the event BOOKING AGENT engages any subcontractor in the performance of this Agreement, BOOKING AGENT shall ensure that all of BOOKING AGENT's

subcontractors perform in accordance with the terms and conditions of this Agreement. BOOKING AGENT shall be fully responsible for all of BOOKING AGENT's subcontractors' performance, and liable for any of BOOKING AGENT's subcontractors' non-performance and all of BOOKING AGENT's subcontractors' acts and omissions. BOOKING AGENT shall defend at BOOKING AGENT's expense, counsel being subject to CITY's approval, and indemnify and hold CITY and CITY's officers, employees, and agents harmless from and against any claim, lawsuit, third party action, fine, penalty, settlement, or judgment, including any award of attorney fees and any award of costs, by or in favor of any of BOOKING AGENT's subcontractors for payment for work performed for CITY by any of such subcontractors, and from and against any claim, lawsuit, third party action, fine, penalty, settlement, or judgment, including any award of attorney fees and any award of costs, occasioned by or arising out of any act or omission by any of BOOKING AGENT's subcontractors or by any of BOOKING AGENT's subcontractors' officers, agents, or employees. BOOKING AGENT's use of subcontractors in connection with this Agreement shall be subject to CITY's prior written approval, which approval CITY may revoke at any time.

I. Conflicts

Neither BOOKING AGENT nor any of BOOKING AGENT's employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with BOOKING AGENT's loyal and conscientious exercise of judgment and care related to BOOKING AGENT's performance under this Agreement.

BOOKING AGENT further agrees that none of BOOKING AGENT's officers or employees shall, during the term of this Agreement, serve as an expert witness against CITY in any legal or administrative proceeding in which he, she, or BOOKING AGENT is not a party, unless compelled by court process. Further, BOOKING AGENT agrees that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of CITY in connection with any such pending or threatened legal or administrative proceeding unless compelled by court process. The limitations of this section shall not preclude BOOKING AGENT or any persons in any way from representing themselves, including giving expert testimony in support thereof, in any action or in any administrative or legal proceeding.

In the event BOOKING AGENT is permitted pursuant to this Agreement to utilize subcontractors to perform any services required by this Agreement, BOOKING AGENT agrees to require such subcontractors, by written contract, to comply with the provisions of this section to the same extent as BOOKING AGENT.

J. Materiality and Waiver of Breach

CITY and BOOKING AGENT agree that each requirement, duty, and obligation set forth herein was bargained for at arm's-length and is agreed to by the Parties in exchange for *quid pro quo*, that each is substantial and important to the formation of this Agreement and that each is, therefore, a material term hereof.

CITY'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.

K. Compliance With Laws

BOOKING AGENT shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing BOOKING AGENT's duties, responsibilities, and obligations pursuant to this Agreement.

L. Severance

In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable, the provisions not having been found by a court of competent jurisdiction to be invalid or unenforceable shall continue to be effective.

M. Limitation of Liability

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 \$1,000. BOOKING AGENT hereby expresses its willingness to enter into this Agreement with BOOKING AGENT and any engaged Artists' 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 \$1,000 less the amount of all funds actually paid by the CITY to BOOKING AGENT pursuant to this Agreement.

Accordingly, and notwithstanding any other term or condition of this Agreement, BOOKING AGENT hereby agrees that the CITY shall not be liable to BOOKING AGENT or any engaged Artist(s) for damages in an amount in excess of \$1,000 which amount shall be reduced by the amount actually paid by the CITY to BOOKING AGENT pursuant to this Agreement, for any action for breach of contract or for any action or claim arising out of this Agreement. Nothing contained in this paragraph or elsewhere in this Agreement is in any way intended to be a waiver of the limitation placed upon CITY's liability as set forth in Section 768.28, Florida Statutes (2022) as may be amended or revised. This provision shall survive any early cancelation or termination of this Agreement.

N. Jurisdiction, Venue, Waiver, Waiver of Jury Trial

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Venue for any lawsuit by either party against the other party or otherwise arising out of this Agreement, and for any other legal proceeding, shall be in Broward County, Florida, or in the event of federal jurisdiction, in the Southern District of Florida, Fort Lauderdale Division. **THE PARTIES EXPRESSLY AGREE TO WAIVE ALL RIGHTS TO A TRIAL BY JURY OF ANY AND ALL ISSUES SO TRIABLE UNDER THIS AGREEMENT.**

O. Amendments

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed the CITY and BOOKING AGENT.

P. Prior Agreements

This document represents the final and complete understanding of the Parties and incorporates or supersedes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein. The Parties agree that there is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representation or agreement, whether oral or written.

Q. Payable Interest

CITY shall not be liable for interest for any reason, whether as prejudgment interest or for any other purpose, and in furtherance thereof BOOKING AGENT waives, rejects, disclaims and surrenders any and all entitlement it has or may have to receive interest in connection with a dispute or claim based on or related to this Agreement.

R. Representation of Authority

Each individual executing this Agreement on behalf of BOOKING AGENT and the engaged Artist(s) 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 bind BOOKING AGENT and the engaged Artist(s) and execute this Agreement on behalf of such party with full legal authority.

S. Force Majeure

ARTIST's performance and obligations are subject to delays and failures of performance due to Acts of God, strikes, or other labor disputes or troubles,

accidents, injuries, illness, transportation malfunction, weather, fire, Acts of War and terrorism or any other cause beyond the control of Artist. If Artist is unable to perform the engagement due to any such Force Majeure cause, neither party shall have any further obligation or responsibility to the other.

T. Public Records

IF BOOKING AGENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO BOOKING AGENT'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.

BOOKING AGENT shall comply with public records laws, and BOOKING AGENT shall:

1. Keep and maintain public records required by the CITY to perform the service.
2. Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2022), as may be amended or revised, or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if BOOKING AGENT does not transfer the records to the CITY.
4. Upon completion of the Agreement, transfer, at no cost, to the CITY all public records in possession of the BOOKING AGENT or keep and maintain public records required by the CITY to perform the service. If the BOOKING AGENT transfers all public records to the CITY upon completion of the Agreement, the BOOKING AGENT shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If BOOKING AGENT keeps and maintains public records upon completion of the Contract, BOOKING AGENT shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY.

U. Default

Any of the following events shall constitute an “event of default” pursuant to this Agreement:

1. The Participant fails to perform any covenant or term or condition of this Agreement; or any representation or warranty of the Participant herein or in any other grant documents executed concurrently herewith or made subsequent hereto, shall be found to be inaccurate, untrue or breached.
2. If the Participant or any endorser of the Agreement files a voluntary petition in bankruptcy or shall be adjudicated as bankrupt or insolvent, or shall file any petition or answer seeking reorganization, arrangement, composition, readjustment, liquidation, wage earner's plan, assignment for the benefit of creditors, receivership, dissolution or similar relief under any present or future Federal Bankruptcy Act or any other present or future applicable federal, state or other local law, or shall seek or consent to or acquiesce in the appointment of any trustee, receiver or liquidator of Participant for all or any part of the properties of Participant; or if within ten (10) days after commencement of any proceeding against the Participant, seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution, debtor relief or similar relief under any present or future Federal Bankruptcy Act or any other present or future federal, state or other local law, such proceeding shall not have been dismissed or stayed on appeal; or if, within ten (10) days after the appointment, without the consent or acquiescence of the Participant or of any endorser of the Agreement, of any trustee, receiver, or liquidator of the Participant or any endorser of the Note, or of all or any portion of the Property, such appointment shall not have been vacated or stayed on appeal or otherwise; or if within ten days after the expiration of any such stay, such appointment shall not have been vacated.
3. Participant's breach, violation or failure to perform any of the obligations or any of the covenants and conditions set forth in this Agreement.
4. Upon the occurrence of any event of default, the CITY shall issue written notice in accordance with Article V and the Participant shall have thirty (30) days within which to cure such default. If Participant fails to cure the default within the thirty (30) days, the CITY may terminate this Agreement immediately.
5. If any provision of this Agreement is held invalid by a court of competent jurisdiction, the remainder of the Agreement shall not be affected thereby, and all other parts of this Agreement not having been held invalid by a court of competent jurisdiction shall remain in full force and effect.
6. The BOOKING AGENT shall not discriminate against its employees based on the employee's race, color, religion, gender, gender identity, gender expression, marital status, sexual orientation, national origin, age, disability, or any other

protected classification as defined by applicable law.

- a. The BOOKING AGENT certifies and represents that the BOOKING AGENT offers the same health benefits to the domestic partners of its employees as are offered its employees' spouses or offers its employees the cash equivalent of such health benefits because it is unable to provide health benefits to its employees' domestic partners, and that the BOOKING AGENT will comply with Section 2-187, Code of Ordinances of the CITY of Fort Lauderdale, Florida, (2022), as may be amended or revised, ("Section 2-187"), during the entire term of this Agreement.
- b. The failure of the BOOKING AGENT to comply with Section 2-187 shall be deemed to be a material breach of this Agreement, entitling the CITY to pursue any remedy stated below or any remedy provided under applicable law.
- c. The CITY may terminate this Agreement if the BOOKING AGENT fails to comply with Section 2-187.
- d. The CITY may retain all monies due or to become due until the BOOKING AGENT complies with Section 2-187.
- e. The BOOKING AGENT may be subject to debarment or suspension proceedings. Such proceedings will be consistent with the procedures in section 2-183 of the Code of Ordinances of the CITY of Fort Lauderdale, Florida.

7. Subject to *Odebrecht Construction, Inc., v. Prasad*, 876 F.Supp.2d 1305 (S.D. Fla. 2012), affirmed, *Odebrecht Construction, Inc., v. Secretary, Florida Department of Transportation*, 715 F.3d 1268 (11th Cir. 2013), with regard to the "Cuba Amendment," the BOOKING AGENT certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2022), as may be amended or revised, and that it is not engaged in a boycott of Israel, and that it does not have business operations in Cuba or Syria, as provided in section 287.135, Florida Statutes (2022), as may be amended or revised. The CITY may terminate this Agreement at the CITY's option if the BOOKING AGENT is found to have submitted a false certification as provided under subsection (5) of Section 287.135, Florida Statutes (2022), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2022), as may be amended or revised, or is engaged in a boycott of Israel or has been engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2022), as may be amended or

revised.

8. The Participant shall at all times conduct its affairs in accordance with and be in compliance with all applicable laws, ordinances, and regulations.

9. In no event will the Participant be compensated for any work which has not been described in this Agreement or in a separate amendment to this Agreement executed by the parties hereto.

V. E-Verify

1. As a condition precedent to the effectiveness of this Agreement, pursuant to Section 448.095, Florida Statutes (2022), as may be amended or revised, the BOOKING AGENT and its subcontractors shall register with and use the E-Verify system to electronically verify the employment eligibility of newly hired employees.

2. The BOOKING AGENT shall require each of its subcontractors, if any, to provide the BOOKING AGENT with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The BOOKING AGENT shall maintain a copy of the subcontractor's affidavit for the duration of this Agreement and in accordance with the public records requirements of this Agreement.

3. The CITY, BOOKING AGENT, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Subsection 448.09(1), Florida Statutes (2022), as may be amended or revised, shall terminate the contract with the person or entity.

4. The CITY, upon good faith belief that a subcontractor knowingly violated the provisions of Subsection 448.095(2), Florida Statutes (2022), as may be amended or revised, but that the BOOKING AGENT otherwise complied with Subsection 448.095(2), as may be amended or revised, shall promptly notify BOOKING AGENT and order the BOOKING AGENT to immediately terminate the contract with the subcontractor, and the BOOKING AGENT shall comply with such order.

5. A contract terminated under Subparagraph 448.095(2)(c)1. or 2., Florida Statutes (2022), as may be amended or revised, is not a breach of contract and may not be considered as such. If the CITY terminates this contract under Paragraph 448.095(2)(c), Florida Statutes (2022), as may be amended or revised, the BOOKING AGENT may not be awarded a public contract for at least one year after the date on which the contract was terminated. The BOOKING AGENT is liable for any additional costs incurred by the CITY as a result of termination of this Agreement.

6. BOOKING AGENT shall include in each of its subcontracts, if any, the requirements set forth in this Section VI.V., including this subparagraph, requiring

any and all subcontractors, as defined in Subsection 448.095(1)(j), Florida Statutes (2022), as may be amended or revised, to include all of the requirements of this Section VI.V. in their subcontracts. BOOKING AGENT shall be responsible for compliance by any and all subcontractors, as defined in Subsection 448.095(1)(j), Florida Statutes (2022), as may be amended or revised, with the requirements of Section 448.095, Florida Statutes (2022), as may be amended or revised.

W. Notices.

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, 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 each party may from time to time designate by notice as herein provided.

AS TO CITY: CITY Manager
 CITY Fort Lauderdale
 100 North Andrews Avenue
 Fort Lauderdale, Florida 33301

WITH A COPY: Parks and Recreation Director
 City of Fort Lauderdale
 701 South Andrews Avenue
 Fort Lauderdale, Florida 33316

WITH A COPY: CITY Attorney
 CITY of Fort Lauderdale
 100 North Andrews Avenue
 Fort Lauderdale, Florida 33301

AS TO BOOKING AGENT: Wizard Entertainment, Inc.
 1322 SE 17th Street
 Fort Lauderdale, Florida 33316

[REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties, as duly authorized representatives and having read the terms contained herein, have set their hands and seals on the day and year first written above:

CITY

ATTEST:

CITY OF FORT LAUDERDALE, a
municipal corporation of the State of
Florida.

DAVID R. SOLOMAN
City Clerk

GREG CHAVARRIA
City Manager

Date: _____, 2023

Approved as to form:
D'WAYNE M. SPENCE
Interim City Attorney

PATRICIA SAINTVIL-JOSEPH
Assistant City Attorney

BOOKING AGENT

WIZARD ENTERTAINMENT, INC., a
Florida Profit Corporation, as Booking
Agent for **ARTIST with Band and
Dancers**, and all Artists listed in the
Scope of Services

WITNESSES:

(Witness Signature)

By: _____
DAN H. BARNETT, President

(Witness type of print name)

(Witness Signature)

(CORPORATE SEAL)

(Witness type of print name)

STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me by means of ____ physical
presence or ____ online notarization, this ____ day of _____, 2023 by **DAN
H. BARNETT**, as President of **WIZARD ENTERTAINMENT, INC.** a Florida Profit
Corporation, and as Booking Agent for **ARTIST with Band and Dancers**, and all Artists
listed in the Scope of Services.

(NOTARY SEAL)

Signature of Notary Public – State of Florida

Print, Type or Stamp Commissioned Name
Of Notary Public

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

experience, knowledge, and ability to perform the required Services and engage a national musical stage artist with band and dancers to perform at the City's Event and is willing and able to enter into this Agreement with CITY; and

WHEREAS, the City Commission wish to waive the mandatory bid requirements of Section 2-181 of the Code of Ordinances and delegate authority to the City Manager to execute an agreement with Wizard Entertainment, Inc. for a total amount of One Hundred Thirty-One Thousand Four Hundred Dollars (\$131,400) for booking services to engage a national musical stage artist with band and dancers, to perform and headline the City-sponsored 4th of July Spectacular on Fort Lauderdale Beach scheduled on July 4, 2023, and any and all documents necessary or incidental thereto;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF FORT LAUDERDALE, FLORIDA:

SECTION 1. That the City Commission of the City of Fort Lauderdale hereby waive the mandatory bid requirements of Section 2-181 of the Code of Ordinances of the City of Fort Lauderdale, Florida.

SECTION 2. That the City Manager is authorized to execute an agreement with Wizard Entertainment, Inc. for a total amount of One Hundred Thirty-One Thousand Four Hundred Dollars (\$131,400) for booking services to engage a national musical stage artist with band and dancers, to perform and headline the City-sponsored 4th of July Spectacular on Fort Lauderdale Beach scheduled on July 4, 2023, and any and all documents necessary or incidental thereto.

SECTION 3. That the office of the City Attorney shall review and approve as to form all documents prior to their execution by the City Manager.

SECTION 4. That the Effective Date of this Resolution is the date of final adoption.

ADOPTED this ____ day of _____, 2023.

Mayor
DEAN J. TRANTALIS

ATTEST:



CITY OF FORT LAUDERDALE
City Commission Agenda Memo
REGULAR MEETING

#23-0298

2/1, 5-0

Interi

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

FROM: D'Wayne M. Spence, Interim City Attorney

DATE: March 8, 2023

TITLE: **WALK-ON** - Motion Approving Settlement Agreement with Anthony Ewell
in Case No. 20-CV-60826-AMC, U.S. District Court, Southern District of
Florida - **(Commission Districts 1, 2, 3 and 4)**

Recommendation

The Interim City Attorney recommends that the City Commission approve a Settlement Agreement, in substantially the form attached, with Anthony Ewell, in Case No. 20-CV-60826-AMC, U.S. District Court, Southern District of Florida, by paying Anthony Ewell the sum of \$200,000 in settlement of all claims for damages, costs and attorney's fees.

Background

On October 26, 2018, Anthony Ewell was arrested by the City of Fort Lauderdale Police Department for disorderly intoxication, resisting/obstruction without violence and trespass after warning. During the arrest Ewell sustained a broken left ankle, facial lacerations and dental injuries. Mr. Ewell was subsequently prosecuted, tried by a jury and acquitted on the charges of disorderly intoxication and resisting/obstruction without violence. The trespass after warning charge was dropped by the state. On April 22, 2020, Mr. Ewell filed a civil action in U.S. District Court, Southern District of Florida (Case No. 20-CV-60826-AMC) against the City of Fort Lauderdale and the City's arresting officer for violation of his civil rights, false arrest, excessive force and malicious prosecution. After extensive litigation, the parties have reached an agreement in the federal civil case, subject to City Commission approval, whereby the City will pay the total sum of \$200,000 in full settlement of all claims for damages, costs and attorney fees. Mr. Ewell will simultaneously dismiss with prejudice the federal civil lawsuit.

Resource Impact

There will be a fiscal year impact to the City in FY 2023 in the amount of \$200,000. Funds for this are available in the City's FY 2023 budget in the account(s) listed below: