

City of Fort Lauderdale

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Meeting Minutes

Tuesday, February 15, 2022

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

HEATHER MORAITIS Vice Mayor - Commissioner - District I

STEVEN GLASSMAN Commissioner - District II

ROBERT L. McKINZIE Commissioner - District III

BEN SORENSEN Commissioner - District IV

CHRIS LAGERBLOOM, City Manager

JOHN HERBST, City Auditor

DAVID R. SOLOMAN, City Clerk

ALAIN E. BOILEAU, City Attorney

CALL TO ORDER

Mayor Trantalis called the meeting to order at 6:24 p.m.

Pledge of Allegiance

Fort Lauderdale Boy Scouts of America (BSA) Nautical Troop 33

ROLL CALL

Present: 5 - Commissioner Robert L. McKinzie (arrived at 6:36 p.m.),
Commissioner Ben Sorensen, Vice Mayor Heather Moraitis,
Commissioner Steven Glassman and Mayor Dean J. Trantalis

QUORUM ESTABLISHED

Also Present: City Manager Chris Lagerbloom, City Clerk David R. Soloman, and City Attorney Alain E. Boileau

AGENDA ANNOUNCEMENTS

Mayor Trantalis announced the following updates to the published Agenda:

AGENDA WALK-ON ITEMS:

City Attorney Boileau read the titles of the following Walk-On Resolutions:

22-0204 WALK-ON - Resolution Opposing Senate Bill 974 and House Bill 985 in the 2022 Florida Legislative Session

22-0205 WALK-ON - Resolution Opposing Senate Bill 1300 and House Bill 1467 in the 2022 Florida Legislative Session

22-0206 WALK-ON - Resolution Opposing Senate Bill 148 and House Bill 7 in the 2022 Florida Legislative Session

22-0207 WALK-ON - Resolution Opposing Senate Bills 1834 and 1820 and House Bills 1557 and 747 in the 2022 Florida Legislative Session

22-0208 WALK-ON - Resolution Opposing Senate Bill 620 and House Bill 569 in the 2022 Florida Legislative Session

22-0209 WALK-ON - Resolution Opposing Senate Bill 510 and House Bill 301 in the 2022 Florida Legislative Session

Mayor Trantalis announced the following Walk-On Agenda item:

22-0190 WALK-ON - Motion to Approve Consent of Assignment of Contract from All On Stage Productions, Inc. to BFAV LLC

AGENDA REVISIONS:

CR-6 - Additional language in the Resource Impact section of the CAM

M-2 - CAM was revised to correct the day an organizer has requested to play amplified music

A copy of each is attached to these minutes

Approval of MINUTES and Agenda

22-0165

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

Commissioner Glassman made a motion to approve the Minutes and the Agenda and was seconded by Commissioner Sorensen.

APPROVED

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

Not Present: 1 - Commissioner McKinzie

PRESENTATIONS

PRES- 22-0192

1

Vice Mayor Moraitis will recognize Members of Nautical Troop 33

Vice Mayor Moraitis recognized the Fort Lauderdale Boy Scouts of America (BSA) Nautical Troop 33, the first female BSA Nautical Troop (Troop). She expounded on the efforts of the Goodchild family to form the Troop and its activities. Troop member Summer Jones thanked Mayor Trantalis and the Commission for this recognition.

PRESENTED

PRES- 22-0172

2

Mayor Trantalis will present a Proclamation declaring Saturday, February 19, 2022, as Make-A-Wish Day in the City of Fort Lauderdale

Mayor Trantalis presented a Proclamation declaring Saturday, *February 19, 2022, as Make-A-Wish Day in the City of Fort Lauderdale*, reading the Proclamation in its entirety. Kevin Fantis, *Make-A-Wish Foundation South Florida Chapter* Development Manager, thanked Mayor Trantalis and Commission for the Proclamation and remarked on the *Make-A-Wish Foundation South Florida Chapter's* efforts.

PRESENTED

PRES- [22-0171](#)
3

Police Chief Larry Sciroto will recognize:
Officer of the Month - October 2021
Officer of the Month - November 2021

REMOVED FROM AGENDA

CONSENT AGENDA PUBLIC COMMENT

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

CONSENT AGENDA

Mayor Trantalis announced Consent Agenda item CR-6 was pulled by Commissioner Sorensen for separate discussion.

Approval of the Consent Agenda

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

Approve the Consent Agenda

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

CONSENT MOTION

CM-1 [22-0104](#)

Motion Approving Event Agreements for Polish-American Heritage Day, Chicken & Beer Food Festival and 25th Annual Wine, Spirits and Culinary Celebration - (Commission District 2)

APPROVED

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

CM-2 [22-0125](#)

Motion Approving Event Agreement and Related Road Closures for All-Star Classic, Inc./Sistrunk 5K - (Commission District 3)

APPROVED

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

CM-3 [22-0010](#)

Motion Approving Expenditures Pursuant to a City of Fort Lauderdale Not For Profit Grant Participation Agreement with First Call for Help of Broward, Inc. - \$6,000 -(Commission Districts 1, 2, 3 and 4)

APPROVED

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

CM-4 [22-0016](#)

Motion Approving a Memorandum of Understanding with the Broward Metropolitan Planning Organization to Implement Tactical Urbanism Enhancements on NE 15th Avenue Through The BTactical Urbanism Program - (Commission District 2)

APPROVED

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

CM-5 [22-0022](#)

Motion Approving First Amendment to the Lease Agreement Between Red Ginger Group, LLC and the City of Fort Lauderdale and Authorizing a Consent to Assignment of the Lease - Red Ginger Group, LLC d/b/a Ichimora Restaurant to Red Bridge, LLC for Shop 116 - 124 at the Riverwalk Center Garage - (Commission District 4)

APPROVED

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

CM-6 [22-0145](#)

Motion to Approve the 2022 City Commission Priorities - (Commission Districts 1, 2, 3 and 4)

APPROVED

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

CONSENT RESOLUTION**CR-1** [22-0007](#)

Resolution Approving City of Fort Lauderdale FY 2022 Not For Profit Grant Participation Agreement with The Stranahan House, Inc., and a First Addendum to Escrow Agreement with The Stranahan House, Inc., and Rogers, Morris & Ziegler LLP - \$100,000 - (Commission Districts 1, 2, 3 and 4)

ADOPTED

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

CR-2 [22-0060](#)

Resolution Approving City of Fort Lauderdale FY 2022 Not for Profit Grant Participation Agreement with Gilda's Club of South Florida, Inc., - \$50,000 - (Commission Districts 1, 2, 3 and 4)

ADOPTED

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

CR-3 [22-0061](#)

Resolution Approving City of Fort Lauderdale FY 2022 Not for Profit Grant Participation Agreement with Jack and Jill Children's Center, Inc., - \$60,000 - (Commission Districts 1, 2, 3 and 4)

ADOPTED

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

CR-4 [22-0062](#)

Resolution Approving City of Fort Lauderdale FY 2022 Not for Profit Grant Participation Agreement with Helping Abused, Neglected, Disadvantaged Youth, Inc., - \$100,000 - (Commission Districts 1, 2, 3 and 4)

ADOPTED

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

CR-5 [22-0090](#)

Resolution Approving SW 20th Street to also be known as Denison Way, between SW 9th Avenue and SW 19th Avenue - (Commission District 4)

ADOPTED

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

CR-6 [22-0096](#)

Resolution Approving an Agreement with Florida Power and Light Company in the Melrose Park Neighborhood - \$626,839 - (Commission District 3)

Mayor Trantalis recognized Donna Guthrie, Melrose Park Homeowners Association (Melrose Park HOA) President, 401 SW 31st Avenue. Ms. Guthrie explained her position opposing lighting for the Melrose Park Neighborhood (Neighborhood) and noted communication concerns related to neighborhood input. Mayor Trantalis and Commissioner

Glassman commented on the need to defer this Agenda item.

In response to Commissioner Glassman's question, Commissioner McKinzie remarked on the duration of efforts to install lighting in the Neighborhood and Neighborhood outreach on this subject. Further comment and discussion ensued.

In response to Commissioner McKinzie's question, Ms. Guthrie explained the Neighborhood's understanding that the lighting would be solar-powered. Further comment and discussion ensued.

In response to Commissioner Glassman's question, City Manager Lagerbloom explained funding for this lighting project was allocated in a budget amendment approved by the Commission on February 1, 2022. Further comment and discussion ensued.

Vice Mayor Moraitis noted the benefits of neighborhood lighting.

In response to Commissioner McKinzie's questions, Junia Robinson, Interim Neighbor Support Manager, commented on details of the Staff's involvement at a Melrose Park HOA Meeting, the Fort Lauderdale Police Department's (FLPD) presentation on the benefits of Neighborhood lighting and Neighborhood support. Further comment and discussion ensued.

In response to Commissioner Glassman's questions, Alan Dodd, Public Works Department Director, described the lighting as thirty-foot (30') tall concrete poles with an eight foot (8') mast extending out with a five thousand (5,000) lumen light at an estimated cost of \$629,000 plus administrative fees.

Commissioner Glassman requested diagrams of the lighting, Neighborhood survey results and confirmation the survey went out. Further comment and discussion ensued.

In response to Commissioner McKinzie's question, City Attorney Boileau clarified that the surveys for the undergrounding and solar cells in the Las Olas Isles neighborhoods were required by Ordinance. The surveys associated with this Agenda item and the Neighborhood surveys were voluntary and not required. Further comment and discussion ensued on the process.

Fort Lauderdale Police Chief (Chief) Larry Sciroto explained six-month crime statistics in the Neighborhood.

In response to Commissioner Glassman's questions, Chief Scirotto explained how it compares to adjoining neighborhoods and said it ranks in the low to medium range of crime.

Commissioner McKinzie requested all backup information related to this Agenda item, including the sign-in sheets for the related Neighborhood Meeting, Neighborhood surveys on this topic, crime statistics, and any additional related information. Further comment and discussion ensued.

Commissioner Glassman commented on his perspective regarding selecting the lighting described by Mr. Dodd.

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

DEFEATED

Yea: 2 - Commissioner McKinzie and Vice Mayor Moraitis

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

CR-7 [22-0108](#)

Resolution Authorizing a Consent to Assignment of Lease Agreements from EastGroup Properties, L.P. to Cypress Creek Flex, LLC for Lots 1, 2 and 0.275 Acre of Property Adjacent to Lots 1 and 2 at the Fort Lauderdale Executive Airport - (Commission District 1)

ADOPTED

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

CR-8 [22-0109](#)

Resolution Authorizing the City Manager to Submit a Grant Application for \$5,232 to the Florida Inland Navigation District - Small Scale Derelict Vessel Removal Program to Remove a Derelict Vessel from the New River - (Commission District 2)

ADOPTED

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

CONSENT PURCHASE

CP-1 [22-0056](#)

Motion Approving an Agreement for Lockbox Services - Bill2Pay, LLC. - \$273,255 (3-year total) - (Commission Districts 1, 2, 3 and 4)

APPROVED

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

- CP-2** [22-0094](#) Motion Approving Increase to the Annual Bridge Repair, Maintenance and Painting Continuing Contracts - Engineer Control Systems Corporation and Lambert Bros., Inc.- \$340,350 - (Commission Districts 1, 2, 3 and 4)

APPROVED

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

MOTIONS

- M-1** [22-0127](#) Motion Approving an Application for Temporary Beach License, Outdoor Event Agreement, and Extended Road Closures for the Florida AIDS Walk and Music Festival - (Commission Districts 2 and 4)

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

APPROVED

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

- M-2** [22-0129](#) Motion Approving Event Agreements, Related Road Closures and Request for Music Exemption for the 26th Annual Las Olas Wine & Food Festival and St Patty's Day Fest - (Commission District 4)

In response to Mayor Trantalis' question, Phil Thornburg, Parks and Recreation Department Director, explained details of the St. Patrick's Day Parade rerouting due to Tunnel Top Park construction and additional safety concerns on Second Street. Further comment and discussion ensued on rerouting.

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

APPROVED

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

- M-3** [22-0143](#) Motion Approving an Event Agreement and Music Exemption with Shuck N Dive, Inc. for Mardi Gras - (Commission District 2)

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

APPROVED

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

RESOLUTIONS

R-1 [22-0131](#)

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 reappointment at the March 1, 2022 Commission Regular Meeting.

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

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

ADOPTED

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

R-2 [22-0040](#)

Quasi-Judicial - Resolution Approving Plat Known as "Gitta-Ganpat Plat" - Located at 2731 N. Federal Highway - AMU Corporation - Case No. UDP-P21002 - (Commission District 1)

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

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

Mayor Trantalis opened the public hearing.

In response to Mayor Trantalis' question, Courtney Crush, 600 SE 2nd Court, on behalf of the Applicant, explained plans for the site. The Applicant plans to build a Holiday Inn Express on the property. The property is being replatted due to the need to address the plat's legal description that was not explicitly delineated.

In response to Vice Mayor Moraitis' questions, Ms. Crush said the site plan was not subject to a call-up and was approved last spring. Ms. Crush noted discussions with Coral Shores Civic Association President regarding a parking reduction.

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

Vice Mayor Moraitis introduced the Resolution to approve the plat which was read by title only.

ADOPTED - Approving Plat

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

R-3 [22-0103](#)

Resolution Authorizing the City Manager to Submit an Incidental Take Permit Application along with a Habitat Conservation Plan and Environmental Assessment to the United States Fish and Wildlife Service for Formal Review and Approval - (Commission District 1, 2, and 4)

Mayor Trantalis noted this was discussed earlier today at the Commission Conference Meeting.

Commissioner Sorensen introduced the resolution which was read by title only.

ADOPTED

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

PUBLIC HEARINGS

PH-1 [22-0039](#)

Public Hearing - Ordinance Amending City of Fort Lauderdale Comprehensive Plan Future Land Use Element Incorporating Broward County Land Use Plan Policies and Adding a New Property Rights Element - Case No. UDP-L21001 - (Commission Districts 1, 2, 3 and 4)

Mayor Trantalis opened the public hearing.

Mayor Trantalis recognized Anthony Fajardo, Development Services Department Director. Mr. Fajardo explained this Agenda item was required by the state when the City sent its Comprehensive Plan (Plan) for consideration through the evaluation, appraisal and review (EAR) process. The state indicated if these elements were included, the City could move forward with the recertification of the Plan.

In response to Mayor Trantalis' question regarding consistency with Broward County's Land Use Plans, Mr. Fajardo confirmed. Broward County and all other reviewing bodies had reviewed.

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

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

ADOPTED ON SECOND READING

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

ORDINANCE FIRST READING

OFR-1 [22-0036](#)

First Reading - Ordinance Amending the City of Fort Lauderdale Unified Land Development Regulations (ULDR) Section 47-12, Central Beach Zoning districts to Revise the process and Procedures for Uses in the Central Beach Zoning Districts, Revise and Adopt Dimensional Requirements including Open Space and Streetscape Design Requirements, and Adopt Prescriptive Criteria for the Design and Compatibility Point System - (Commission District 2)

Mayor Trantalis recognized William Brown, 112 N. Birch Road, and Central Beach Alliance (CBA) President. Mr. Brown said as initially presented, the community and the CBA vetted this Agenda item. There were no major concerns from residents. The community and CBA have not vetted substantial proposed amendments made in the last two (2) weeks. Before the Second Reading, the CBA Board and Membership will have meetings to review the proposed changes.

Mayor Trantalis recognized Rishi Kapoor, 551 Bayshore Drive, CEO of Location Ventures. Mr. Kapoor commented on his viewpoint regarding Ordinance amendments, including tower setbacks and the reduction of floor sizes and caps above the podium levels that would reduce square footage. Mr. Kapoor requested the Commission and Staff review the square footage reductions objectively.

Mayor Trantalis noted the intention was to reduce the density. Commissioner Glassman confirmed that was his understanding and commented on the need for density flexibility. Further comment and discussion ensued.

Courtney Crush, Esq., Crush Law, P.A., 200 SW 2nd Court, remarked on meetings that included Staff and Nectaria Chakas, Esq., Lochrie and Chakas, P.A. 1401 E. Broward Boulevard. Ms. Crush discussed the impact of density on small parcels and unit costs, Staff differentiating appropriate floor plates for hotels and residential buildings, and openness to a maximum sixteen thousand foot (16,000') floor plate in certain beach area districts.

Commissioner Glassman remarked on the need to ensure flexibility to allow smaller units to be built, especially concerning lot size.

Ms. Crush said Staff included some flexibility regarding specific parameters, though not height or density. She suggested Commission consider introducing flexibility regarding height and density requirements and cited examples.

Mayor Trantalis recognized Dev Motwani, 2415 Delmar Place, Merrimack Ventures Managing Partner. Mr. Motwani commented on the appropriateness of the Staff's recommendation to increase the floor plate size for residential development. He concurred with Mr. Kapoor and Ms. Crush's comments and cited examples. Mr. Motwani commented on upcoming projects and density and height. Further comment and discussion ensued on height flexibility and parking requirements.

Mayor Trantalis recognized Mary Fertig, 511 Poinciana Drive. Ms. Fertig commented that the Commission addressed a recent, similar Agenda item related to zero setbacks for development on S.E. 4th Street. She noted possible future similar situations and the need for suitable setbacks and adequate access for emergency services.

Mayor Trantalis noted that the North Beach Residential Area (NBRA) minimum side setback is twenty feet (20'), and the front is twenty feet (20'), reflecting what has been done rather than one-half of the height.

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

In response to Commissioner Glassman's question regarding incorporating items discussed related to this Agenda item before the Second Reading, Mr. Fajardo said Staff does not fundamentally disagree on the issue with the density. There are caps on the beach that

already address density, trip counts and available residential units allowed on the beach.

Mr. Fajardo commented Staff's perspective regarding discussions at the Planning and Zoning (P&Z) Board Meeting regarding Floor Area Ratio (FAR), which may not be suitable because it would reduce the developable area, the introduction of floor plate maximums, tower setbacks and different setbacks in the front area based on the street cross-section.

In response to Commissioner Glassman's questions, Mr. Fajardo said there is no problem removing FAR from the NBRA or from the Intracoastal Overlook Area (IOA) based on other tools. Mr. Fajardo said FAR could be increased to six (6) rather than four (4). He said Staff agrees with both options.

In response to Commissioner Glassman's questions regarding zero side and rear setbacks, Mr. Fajardo explained Staff only added the side and rear setbacks to the Sunrise Lane Area (SLA). The Planned Resort Development (PRD) already had zero side setbacks. Further comment and discussion ensued.

Mr. Fajardo confirmed Staff could consider updates to this Ordinance before the Second Reading and noted the need for clear Commission direction regarding those changes. He reviewed page nine (9) of eleven (11) in the Commission Agenda Memo (CAM).

In response to Commissioner Glassman's question regarding unit size flexibility on a smaller parcel, Mr. Fajardo said it is a density question based on the number of units permitted per acre in these zoning districts. The Staff is amenable to this update.

Mr. Fajardo said he would defer to City Attorney Boileau or D'Wayne Spence, Assistant City Attorney III, regarding including unit size flexibility on a smaller parcel in the updated Ordinance due to notice and advertising concerns. Staff may need to bring that back before the Commission as a separate item rather than changing it between the First and Second Reading. He commented that it would impact the number of parking spaces and cited examples. Beach area parking reductions were done in 2014 and may need to be addressed again. Comment and discussion ensued on the option of a parking reduction and Commission flexibility.

Mr. Fajardo reviewed the updates related to this Agenda item.

Mr. Fajardo said Staff would address density and setbacks and work with the City Attorney's Office regarding public notice and return to the Commission for consideration.

In response to Vice Mayor Moraitis' question, Mr. Fajardo confirmed Staff could address height and noted the ability if requirements were met through a Planned Development District (PDD). Further comment and discussion ensued on addressing height flexibility.

Commissioner Glassman requested Staff address height concerns that would allow only one (1) tower and prevent two (2) towers, even if there is space. Further comment and discussion ensued.

Mr. Fajardo recommended Staff present these Ordinance amendments to the CBA between the First and Second Readings on February 24, 2022. Commissioner Glassman concurred.

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

PASSED FIRST READING

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

OFR-2 [22-0047](#)

First Reading - Ordinance Amending City of Fort Lauderdale Unified Land Development Regulations (ULDR) Section 47-25.2 Adequacy Requirements and Section 47-38C, Education Mitigation, to Update the School Level of Service Standard - (Commission Districts 1, 2, 3 and 4)

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

PASSED FIRST READING

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

OFR-3 [22-0052](#)

First Reading - Ordinance Amending the City of Fort Lauderdale Unified Land Development Regulations Sec. 47-21, Relating to Landscaping and Tree Preservation Requirements - (Commission Districts 1, 2, 3 and 4)

Mayor Trantalis recognized Ryan Emmer, 635 NE 11th Avenue. Mr. Emmer discussed opposition to this Ordinance and the expense of required modular tree suspension systems for trees installed within a certain distance of infrastructure and sidewalks.

Mayor Trantalis recognized DeAndre Francis, 1840 SW 3rd Avenue. Mr. Francis confirmed his opposition to this Ordinance and explained his perspective.

Mayor Trantalis recognized Nancy Long, 2361 SW 18th Avenue and River Oaks Civic Association President. Ms. Long discussed her support of this Ordinance and expounded on related details.

Mayor Trantalis recognized Mary Fertig, 511 Poinciana Drive. Ms. Fertig requested the Commission bifurcate this Ordinance and pass Section two (2) and Section fifteen (15) that require drafting and implementing an Urban Forestry Master Plan, creating a Tree and Landscape Advisory Board whose responsibilities would include working with Staff to prepare an Urban Forestry Master Plan, remaining proactive on community activities to ensure the creation and enhancement of tree canopies, which are 2022 priorities of Lauderdale Tomorrow.

Commissioner Sorensen confirmed the ability to have an Urban Forestry Master Plan.

Mayor Trantalis recognized Doug Coolman, 1911 Bayview Drive, a member of the Ordinance Advisory Group. Mr. Coolman discussed historical details associated with the Ordinance and submitted two (2) letters to City Clerk Soloman. He explained the need for additional work on the Ordinance, discussed details and recommended the Commission bifurcate this Ordinance and only approve specific portions.

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

Mayor Trantalis recognized Fred Stresau, 1004 SE 7th Street. Mr. Stresau commented that this Ordinance is over-prescriptive and showed related photos.

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

In response to Mayor Trantalis' question, Mr. Stresau noted the need for multifamily housing projects to include open space for children's play. Further comment and discussion ensued.

In response to Commissioner Sorensen's question, Mr. Stresau said his comments relate to items included in the Landscape Ordinance. Commissioner Sorensen confirmed multiple concerns related to the Landscape Ordinance.

Mayor Trantalis concurred with the need for more tweaking. He requested Commissioner Sorensen be the Commission representative and work with the community on this topic. Comment and discussion ensued on bifurcating the Ordinance.

City Attorney Boileau discussed challenges related to bifurcating the Ordinance because they are interrelated.

In response to Commissioner Sorensen's question, Dr. Nancy Gassman, Assistant Public Works Department Director - Sustainability, explained part of the new regulations, requirements and allowable uses of the Tree Canopy Trust Fund were amended to allow for funding for an Urban Tree Master Plan and is in this proposed Ordinance. Further comment and discussion ensued.

Commissioner Sorensen recommended maintaining the Tree Ordinance Working Group for continued discussions with Staff towards improving this Ordinance.

Mayor Trantalis recognized Michael Conner, Senior Landscape Architect, Calvin, Giordano & Associates. Mr. Conner confirmed his role in assisting the City to draft this Ordinance and discussed his background and credentials and the history related to this Agenda item. He addressed comments made by previous speakers. The Ordinance does not increase the number of trees required in any zoning district. Mr. Conner explained updated Ordinance language that allow flexibility and expounded on related details.

Commissioner Sorensen recommended communicating flexibility-related details to the community and setting a date for additional updates to the Ordinance coming before the Commission.

City Attorney Boileau remarked that should the modified Ordinance contain significant and substantive updates, the Ordinance would need to return to the Planning and Zoning Board. Dr. Gassman noted the Ordinance must comply with Broward County's Tree Ordinance.

Mayor Trantalis noted the need for improved explanations of Ordinance changes. Further comment and discussion ensued.

Commissioner Sorensen motioned to defer this item to March 15, 2022. There was no second to the motion.

In response to Commissioner McKinzie's question regarding how this Ordinance impacts a small single-family lot, Mr. Fajardo discussed his

recollection and understanding of this extensive Ordinance and how it impacts an individual property. Further comment and discussion ensued.

Mr. Conner explained that for a new single-family lot that is being developed, requirements remain the same and include the flexibility of the type of tree. He discussed additional details included in the updated Ordinance. Further comment and discussion ensued.

In response to Commissioner McKinzie's questions, Mr. Conner explained details related to lighting, utilities, and electrical plans for single-family and multifamily projects. Mr. Fajardo said these Landscape Plan items relate to anything subterranean that could conflict with trees and cited an example.

Mr. Emmer reiterated his concerns regarding the updated Ordinance requiring modular tree suspension systems for trees installed within a certain distance of hard infrastructure and sidewalks. Further comment and discussion ensued.

Commissioner McKinzie requested that, between the Ordinance's First Reading and Second Reading, a presentation on the cost range for a suspension pavement system associated with five (5) trees on a fifty (50) by one hundred foot (100') lot.

Mayor Trantalis recognized Natalia Barranco, 801 SW 20th Avenue, landscape architect and member of the Ordinance Working Group. Ms. Barranco discussed changes in updated Ordinance language regarding the number of trees and amount required to be shade trees referenced throughout the Ordinance. Further comment and discussion ensued.

In response to Commissioner Sorensen's question, City Manager Lagerbloom confirmed scheduling a date for stakeholders to meet and discuss adjustments to the Ordinance.

Mayor Trantalis noted the ability to make minor adjustments between the First and Second Readings. Significant adjustments would require an additional review process.

City Attorney Boileau said if additional time is needed, the Second Reading could be deferred to a date certain Commission Meeting.

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

PASSED FIRST READING

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

ORDINANCE SECOND READING

OSR-1 [22-0156](#)

Second Reading - Ordinance Amending the City of Fort Lauderdale Unified Land Development Regulations (ULDR); Section 47-13.20.D.7, Downtown RAC Review Process and Special Regulations; and Section 47-24, Development Permits and Procedures, Providing for Corrections - Case No. UDP-T21012 - (Commission Districts 1, 2, 3 and 4)

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

ADOPTED ON SECOND READING

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

OSR-2 [22-0167](#)

Second Reading - Quasi-Judicial Ordinance Approving a Rezoning from Commerce Center District (CC) to Uptown Urban Village Northwest District (UUV-NW)- City of Fort Lauderdale - 701 W. Cypress Creek Road and 6261 NW 6th Way - Citrix Systems, Inc. and Cypress 6261 LLC., - Case No. UDP-Z21003 - (Commission District 1) - Requesting Deferment to March 15, 2022

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.

Commissioner Sorensen made a motion to defer this item until March 15, 2022 and was seconded by Commissioner Glassman.

DEFERRED to March 15, 2022

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

Commissioner McKinzie remarked on his perspective regarding Resolutions addressing the Commission's position on State Legislation. Further discussion ensued.

[22-0204](#)

WALK-ON - Resolution Opposing Senate Bill 974 and House Bill 985 in the 2022 Florida Legislative Session, Urging all Members of the

Florida Legislature and Governor Ron DeSantis to Oppose Senate Bill 974 and House Bill 985 which, if enacted, would Increase the Statutory Limits on Liability for Tort Claims and Judgments Against Local Governments

Commissioner Sorensen introduced the Resolution which was read by title only.

ADOPTED

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

Abstain: 1 - Commissioner McKinzie

Not Present: 1 - Vice Mayor Moraitis

[22-0205](#)

WALK-ON - RESOLUTION Opposing Senate Bill 1300 and House Bill 1467 in the 2022 Florida Legislative Session, Urging All Members of the Florida Legislature and Governor Ron DeSantis to Oppose Senate Bill 1300 and House Bill 1467, which, if enacted, would Provide for the Adoption of District School Board Procedures for Developing Library Media Center Collections, which Procedures would Include Providing for the Regular Removal or Discontinuance of Books based on, at a Minimum, Physical Condition, Rate of Recent Circulation, Alignment to State Academic Standards and Relevancy to Curriculum, Out-of-Date Content, and Required Removal Pursuant to a Policy Regarding an Objection by a Parent or a Resident of the County to the Use of a Specific Material

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

ADOPTED

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

Not Present: 2 - Commissioner McKinzie and Vice Mayor Moraitis

[22-0206](#)

WALK-ON - RESOLUTION Opposing Senate Bill 148 and House Bill 7 in the 2022 Florida Legislative Session, Urging All Members of the Florida Legislature and Governor Ron DeSantis to Oppose Senate Bill 148 and House Bill 7, which, if enacted, would make it an Unlawful Employment Practice to Subject an Individual, as a Condition of Employment, Membership, or Licensing, to Training or Instruction that Espouses, Promotes, Advances, Inculcates, or Compels Such Individual to Believe that Certain Concepts Constitute Discrimination Based on Race, Color, Sex, or National Origin and would deem it to be Discrimination on the Basis of Race, Color, National Origin, or Sex, to Subject any Public School Student or Employee to Training

or Instruction that Espouses, Promotes, Advances, Inculcates, or Compels Such Student or Employee to Believe Certain Concepts

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

ADOPTED

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

Not Present: 2 - Commissioner McKinzie and Vice Mayor Moraitis

[22-0207](#)

WALK-ON - RESOLUTION Opposing Senate Bills 1834 and 1820 and House Bills 1557 and 747 in the 2022 Florida Legislative Session, Urging All Members of the Florida Legislature and Governor Ron DeSantis to Oppose Senate Bill 1834 and House Bill 1557, which, if enacted, would Ban Discussion of Sexual Orientation or Gender Identity in Primary Grades, and Senate Bill 1820 and House Bill 747, which, if enacted, would allow Healthcare Providers and Insurers to Deny a Patient Any Sort of Care on the Basis of Religious, Moral, or Ethical Beliefs and would Create a License to Discriminate by Allowing for Employment Discrimination in Healthcare

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

ADOPTED

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

Not Present: 2 - Commissioner McKinzie and Vice Mayor Moraitis

[22-0208](#)

WALK-ON - RESOLUTION Opposing Senate Bill 620 and House Bill 569 in the 2022 Florida Legislative Session, Urging All Members of the Florida Legislature and Governor Ron DeSantis to Oppose Senate Bill 620 and House Bill 569, which, if enacted, would allow Business Damages to be Assessed Against Counties and Municipalities in Certain Circumstances

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

ADOPTED

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

Not Present: 2 - Commissioner McKinzie and Vice Mayor Moraitis

[22-0209](#)

WALK-ON - RESOLUTION Opposing Senate Bill 510 and House Bill 301 in the 2022 Florida Legislative Session, Urging All Members of

the Florida Legislature and Governor Ron DeSantis to Oppose Senate Bill 510 and House Bill 301, which, if enacted, would require Mayors, City Commissioners, Other Elected Municipal Officials, and City, County, Town, or Village Managers to File an Annual Full Disclosure of Financial Interests Form Rather than the Currently Required Limited Disclosure of Financial Interests Form

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

ADOPTED

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

Not Present: 2 - Commissioner McKinzie and Vice Mayor Moraitis

[22-0190](#)

WALK-ON - Motion to Approve Consent of Assignment of Contract from All On Stage Productions, Inc. to BFAV LLC - (Commission Districts 1, 2, 3 and 4)

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

APPROVED

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

Not Present: 2 - Commissioner McKinzie and Vice Mayor Moraitis

CITY MANAGER REPORT

City Manager Lagerbloom announced a shade meeting on March 1, 2022 to discuss contract negotiations with the International Association of Firefighters.

RECESS

Mayor Trantalis recessed the Commission Regular Meeting at 9:38 p.m.

RECONVENE

Mayor Trantalis reconvened the Commission Regular Meeting at 10:45 p.m.

[22-0224](#)

WALK-ON - Motion to Terminate City Auditor Employment Contract

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

APPROVED

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

Nay: 1 - Commissioner McKinzie

Not Present: 1 - Vice Mayor Moraitis

ADJOURNMENT

Mayor Trantalis adjourned the meeting at 10:47 p.m.

Dean J. Trantalis
Mayor

ATTEST:

David R. Soloman
City Clerk



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

#22- 0096

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

FROM: Chris Lagerbloom, ICMA-CM, City Manager

DATE: February 15, 2022

TITLE: **REVISED CR-6** - Resolution Approving an Agreement with Florida Power and Light Company in the Melrose Park Neighborhood - \$626,839 -
(Commission District 3)

Recommendation

Staff recommends the City Commission adopt a resolution authorizing the City Manager to execute an agreement between the Florida Power and Light Company (FPL) and the City of Fort Lauderdale (City), in substantially the form attached, for the installation of new light-emitting diode (LED) streetlighting in the Melrose Park Neighborhood.

Background

The Melrose Park Neighborhood does not have streetlighting to increase nighttime visibility. Increased visibility will assist drivers, pedestrians, bicyclists, and law enforcement in navigating the unique neighborhood streets. Community members are supportive of this action and provided positive feedback during a community meeting that occurred in late 2021.

City staff and the City consultant worked with FPL on surveys and designs for implementing this streetlighting project. To minimize construction related impacts, provide storm resiliency, and maintain pleasing esthetics, the project will utilize underground horizontal directional drilling (HDD) to place the necessary conduit for wires underground. The overall underground conduit length is 88,274 feet will be installed by directional boring.

The completed neighborhood lighting design identified 720 new lights using Cree 42w, 5000 lumen 4000k LED lights, mounted on 30-foot concrete poles with 8-foot aluminum arms. All the poles will be placed in the existing City right-of-way and offset about 6-feet from the edge of the paved roadway.

A LED Lighting Agreement with FPL and Contribution in Aid of Construction (CIAC) in the amount of \$626,839 for construction is required. A deposit of \$7,200 for initial engineering services was already provided to FPL. The monthly cost to operate and maintain the lights will be \$16,531 based upon the current FPL tariff and may be adjusted subject to review and approval by the Florida Public Service Commission (FPSC).

FPL will complete all installation work. The City is responsible for restoration.

Resource Impact

There is a fiscal impact to the City in the amount of \$626,839 for the installation of the streetlights and approximately \$125,000 for in-house project management fees, for a total estimated impact of \$751,839. Funds for this agreement, in the total amount of \$751,839, are available in the FY 2022 – FY 2026 Community Investment Plan (CIP) in the account(s) listed below. Project completion is anticipated in FY 2024. Annual electricity costs to operate these lights are estimated to be \$198,372. Future years' expenditures are contingent upon approval and appropriations of the annual budget.

Funds available as of February 4, 2022					
ACCOUNT NUMBER	INDEX NAME (Program)	CHARACTER CODE/ SUB-OBJECT NAME	AMENDED BUDGET (Character)	AVAILABLE BALANCE (Character)	PURCHASE AMOUNT
331-P12309.331-6501	Melrose Park Street Lighting	Capital Outlay/ Force Account Charges	\$998,778	\$923,786	\$125,000
331-P12309.331-6599	Melrose Park Street Lighting	Capital Outlay/ Construction	\$998,778	\$923,786	\$626,839
TOTAL AMOUNT ►					\$751,839

Strategic Connections

This item is a *2021 Top Commission Priority*, advancing the Infrastructure initiative.

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

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

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

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

- The Neighborhood Advancement Focus Area
- The Urban Design Element

Goal 2: Encourage urban design which responds to the climate and character of Fort Lauderdale, is pedestrian friendly, human scaled and contains the infrastructure and amenities to create a vibrant public realm.

Attachments

Exhibit 1 – LED Lighting Agreement

Exhibit 2 – LED Lighting Plan Monthly Cost

Exhibit 3 – Resolution

02/15/2022

CAM #22-0096

Prepared by: Victor G. Carosi, Chief Engineer, Public Works
Irina Tokar, Senior Project Manager, Public Works

Department Director: Alan Dodd, Public Works



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

#22-0129

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

FROM: Chris Lagerbloom, ICMA-CM, City Manager

DATE: February 15, 2022

TITLE: **REVISED M-2** - Motion Approving Event Agreements, Related Road
Closures and Request for Music Exemption for the 26th Annual Las Olas
Wine & Food Festival and St Patty's Day Fest - (**Commission District 4**)

Recommendation

Staff recommends that the City Commission approve an event agreement, related road closures and request for extended hours for music with American Lung Association, Incorporated and Historic Downtowner Saloon, LLC, in substantially the form attached, and authorize execution of the agreement by the City Manager.

Background

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

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

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

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

Event 1: 26th Annual Las Olas Wine & Food Festival – District 4

Applicant:	American Lung Association, Incorporated
Date/Time:	Friday, April 22, 2022 (7:30pm – 10:30pm)
Location:	Las Olas Blvd. (from SE 6 th Ave to SE 11 th Ave)
Set Up Date/Time:	Friday, April 22, 2022 (4:00am – 7:00pm)
Breakdown Date/Time:	Friday, April 22, 2022 (11:00pm – 11:59pm) Saturday, April 23, 2022 (12:00am – 6:00am)
Road Closing:	Yes – Full Road Closure <ul style="list-style-type: none">- Las Olas Blvd. (from SE 6th Ave to SE 11th Ave)- Friday, April 22, 2022 (4:00am) until Saturday, April 23, 2022 (6:00am)
Alcohol:	Yes
Amplified Music:	Yes - Friday, April 22, 2022 (7:30pm – 10:30pm)
Special Permission:	Amplified Music/Extended Road Closure – Yes **Amplified Music until 10:30pm on Friday, April 22, 2022**
Insurance Required:	Yes
Banners:	No
Pending Code Violations:	No
Application Fee:	\$200

****The event organizer is requesting to play Amplified Music until 10:30pm on Sunday Friday, April 22, 2022****

Event 2: St Patty's Day Fest – District 4

Applicant: Historic Downtowner Saloon, LLC
 Date/Time: Thursday, March 17, 2022 (8:00am – 11:00pm)
 Location: Downtowner Saloon and South New River Drive East
 Set Up Date/Time: Thursday, March 17, 2022 (8:00am – 11:00am)
 Breakdown Date/Time: Thursday, March 17, 2022 (10:00pm – 11:00pm)
 Road Closing: Yes – Full Road Closure
 South New River Drive East (from bridge to circle)
 8:00am – 12:00am
 Alcohol: Yes
 Amplified Music: Yes - Thursday, March 17, 2022 (1:00pm – 10:00pm)
 Special Permission: Amplified Music/Extended Road Closure – Yes
 Amplified Music until 10:00pm on Thursday, March 17, 2022
 Insurance Required: Yes
 Banners: No
 Pending Code Violations: No
 Application Fee: \$200

****The event organizer is requesting to play Amplified Music until 10:00pm on Thursday, March 17, 2022****

Resource Impact

Revenue related to these agreements is included in the FY 2022 operating budget in the accounts listed below.

<i>Funds available as of January 12, 2022</i>					
ACCOUNT NUMBER	INDEX NAME (Program)	CHARACTER CODE/ SUB-OBJECT NAME	AMENDED BUDGET (Character)	AMOUNT RECEIVED (Character)	AMOUNT
001-PKR033401-K029	Community Events	Charges for Service/ Nonsponsor Charges – Spec Event Fees	\$163,000	\$33,050	\$400
TOTAL AMOUNT ►					\$400

Strategic Connections

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

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

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

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

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

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

Attachments

Exhibit 1 – Commission Memo 19-076

Exhibit 2 – 26th Annual Las Olas Wine & Food Festival Application

Exhibit 2a – 26th Annual Las Olas Wine & Food Festival Site Plan

Exhibit 2b – 26th Annual Las Olas Wine & Food Festival Agreement

Exhibit 3 – St Patty's Day Fest Application

Exhibit 3a – St Patty's Day Fest Site Plan

Exhibit 3b – St Patty's Day Fest Agreement

Exhibit 4 – March 2022 Special Events Calendar

Exhibit 5 – April 2022 Special Events Calendar

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

Department Director: Phil Thornburg, Parks and Recreation Department

RESOLUTION NO. 22-

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT LAUDERDALE, FLORIDA, OPPOSING SENATE BILL 620 AND HOUSE BILL 569 IN THE 2022 FLORIDA LEGISLATIVE SESSION, URGING ALL MEMBERS OF THE FLORIDA LEGISLATURE AND GOVERNOR RON DESANTIS TO OPPOSE SENATE BILL 620 AND HOUSE BILL 569 WHICH, IF ENACTED, WOULD ALLOW BUSINESS DAMAGES TO BE ASSESSED AGAINST COUNTIES AND MUNICIPALITIES IN CERTAIN CIRCUMSTANCES, AND PROVIDING FOR DISTRIBUTION, DIRECTION TO THE CITY'S STATE LOBBYISTS, AND AN EFFECTIVE DATE.

WHEREAS, Senate Bill 620 and House Bill 569 in the 2022 Florida Legislative session would allow for business damages to be assessed against counties and municipalities for enactment or amendment of ordinances in cases where the enactment or amendment has or will cause a reduction of at least fifteen percent (15%) of a business's profits; and

WHEREAS, under the Florida Constitution and Section 166.021, Florida Statutes, municipalities are given broad home rule powers; and

WHEREAS, as part of their home rule powers, municipalities should have the ability to enact and amend ordinances which are in the best interests of their communities without a threat of business damages being assessed; and

WHEREAS, municipalities should continue to have the power to decide what is consistent with the needs of their own communities without having their ability to effectively legislate be hindered; and

WHEREAS, if Senate Bill 620 or House Bill 569 were passed, they would violate the home rule powers of municipalities and expose municipalities to potentially large damage awards; and

WHEREAS, the City Commission continues to advocate for the protection of home rule powers and opposes Senate Bill 620 and House Bill 569;

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, Florida, opposes Senate Bill 620 and House Bill 569 in the 2022 Florida Legislative Session, and urges all members

of the Florida Legislature and Governor Ron DeSantis to oppose Senate Bill 620 and and House Bill 569 any other similar legislation or amendment that would provide for business damages for the enactment or amendment of ordinances.

SECTION 2. That the City Commission directs the City Clerk to transmit copies of this Resolution to the City's state lobbyists, Governor Ron DeSantis, Senate President Wilton Simpson, Speaker of the House Chris Sprowls, the Broward League of Cities, the Florida League of Cities, the Broward County Legislative Delegation, the Broward County Board of County Commissioners, and any other interested parties.

SECTION 3. That the City Commission directs the City's state lobbyists to advocate against Senate Bill 620 and House Bill 569 in the 2022 Florida legislative session.

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 all resolutions or parts of resolutions in conflict herewith, be and the same are hereby rescinded to the extent of such conflict.

SECTION 6. That this resolution shall take effect immediately upon its adoption.

ADOPTED this 15th day of February, 2022.

Mayor
DEAN J. TRANTALIS

ATTEST:

City Clerk
DAVID R. SOLOMAN

Dean J. Trantalis _____

Heather Moraitis _____

Steven Glassman _____

RESOLUTION NO. 22-

PAGE 2

APPROVED AS TO FORM:

Robert L. McKinzie _____

Ben Sorensen _____

City Attorney
ALAIN E. BOILEAU

RESOLUTION NO. 22-

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT LAUDERDALE, FLORIDA, OPPOSING SENATE BILL 510 AND HOUSE BILL 301 IN THE 2022 FLORIDA LEGISLATIVE SESSION, URGING ALL MEMBERS OF THE FLORIDA LEGISLATURE AND GOVERNOR RON DESANTIS TO OPPOSE SENATE BILL 510 AND HOUSE BILL 301 WHICH, IF ENACTED, WOULD REQUIRE MAYORS, CITY COMMISSIONERS, OTHER ELECTED MUNICIPAL OFFICIALS, AND CITY, COUNTY, TOWN, OR VILLAGE MANAGERS TO FILE AN ANNUAL FULL DISCLOSURE OF FINANCIAL INTERESTS FORM RATHER THAN THE CURRENTLY REQUIRED LIMITED DISCLOSURE OF FINANCIAL INTERESTS FORM, AND PROVIDING FOR DISTRIBUTION, DIRECTION TO THE CITY'S STATE LOBBYISTS, AND AN EFFECTIVE DATE.

WHEREAS, Senate Bill 510 and House Bill 301 in the 2022 Florida Legislative Session would require mayors, city commissioners, other elected municipal officials, and city, county, town, or village managers to file an annual full disclosure of financial interests form (Form 6) rather than the currently required limited disclosure of financial interests form (Form 1); and

WHEREAS, although the full disclosure requirement may be appropriate for statewide and countywide elected officials and larger cities, it is not necessary in smaller cities where the Form 1 has successfully provided the proper balance between providing the voters with sufficient information and the privacy of elected officials; and

WHEREAS, if Senate Bill 510 or House Bill 301 were to be signed into law, such a law may discourage people from running for municipal elected office or applying for city, county, town, or village manager positions; and

WHEREAS, the State should not impose stricter requirements on municipal elected officials, but instead should respect the home-rule authority of municipalities to impose additional financial disclosure requirements if it is the will of the voters;

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, Florida, opposes Senate Bill 510 and House Bill 301 in the 2022 Florida Legislative Session, and urges all members of the Florida Legislature and Governor Ron DeSantis to oppose Senate Bill 510 and House Bill 301, and any other similar legislation or amendment that would require municipal elected officials and city managers to file an annual full disclosure of financial interest form (Form 6) rather than the currently required limited disclosure of financial interests form (Form 1).

SECTION 2. That the City Commission directs the City Clerk to transmit copies of this Resolution to the City's state lobbyists, Governor Ron DeSantis, Senate President Wilton Simpson, Speaker of the House Chris Sprowls, the Broward League of Cities, the Florida League of Cities, the Broward County Legislative Delegation, the Broward County Board of County Commissioners, and any other interested parties.

SECTION 3. That the City Commission directs the City's state lobbyists to advocate against Senate Bill 510 and House Bill 301 in the 2022 Florida Legislative Session.

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 all resolutions or parts of resolutions in conflict herewith, be and the same are hereby rescinded to the extent of such conflict.

SECTION 6. That this resolution shall take effect immediately upon its adoption.

ADOPTED this 15th day of February, 2022.

Mayor
DEAN J. TRANTALIS

ATTEST:

City Clerk
DAVID R. SOLOMAN

Dean J. Trantalis _____

Heather Moraitis _____

Steven Glassman _____

RESOLUTION NO. 22-

PAGE 3

APPROVED AS TO FORM:

Robert L. McKinzie _____

Ben Sorensen _____

City Attorney
ALAIN E. BOILEAU

RESOLUTION NO. 22-

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT LAUDERDALE, FLORIDA, OPPOSING SENATE BILLS 1834 AND 1820 AND HOUSE BILLS 1557 AND 747 IN THE 2022 FLORIDA LEGISLATIVE SESSION, URGING ALL MEMBERS OF THE FLORIDA LEGISLATURE AND GOVERNOR RON DESANTIS TO OPPOSE SENATE BILL 1834 AND HOUSE BILL 1557 WHICH, IF ENACTED, WOULD BAN DISCUSSION OF SEXUAL ORIENTATION OR GENDER IDENTITY IN PRIMARY GRADES, AND SENATE BILL 1820 AND HOUSE BILL 747 WHICH, IF ENACTED, WOULD ALLOW HEALTHCARE PROVIDERS AND INSURERS TO DENY A PATIENT ANY SORT OF CARE ON THE BASIS OF RELIGIOUS, MORAL, OR ETHICAL BELIEFS AND WOULD CREATE A LICENSE TO DISCRIMINATE BY ALLOWING FOR EMPLOYMENT DISCRIMINATION IN HEALTHCARE, AND PROVIDING FOR DISTRIBUTION, DIRECTION TO THE CITY'S STATE LOBBYISTS, AND AN EFFECTIVE DATE.

WHEREAS, Senate Bill 1834 and House Bill 1557 in the 2022 Florida Legislative Session provide that "[a] school district may not encourage classroom discussion about sexual orientation or gender identity in primary grade levels or in a manner that is not age-appropriate or developmentally appropriate for students"; and

WHEREAS, Senate Bill 1820 and House Bill 747 in the 2022 Florida Legislative Session provides that a health care provider or health care payor has the right not to participate in or pay for any specific health care service that violates the provider's or payor's conscience; and

WHEREAS, Senate Bill 1820 and House Bill 747 in the 2022 Florida Legislative Session provides that a health care provider that is a business entity or a health care payor that holds itself out to the public as religious and states in its governing documents that it has a religious purpose or mission and has internal operating policies or procedures that implement such purpose or mission has the right to make employment, staffing, contracting, and credentialing decisions consistent with the provider's or payor's religious beliefs; and

WHEREAS, the City of Fort Lauderdale prides itself on being welcoming, affirming, and inclusive for all residents, including all members of the LGBTQ+ community; and

WHEREAS, on September 17, 2019, the City Commission of the City of Fort Lauderdale, reflecting our values as an entire community, enacted one of the most, if not the most,

comprehensive human rights/anti-discrimination ordinances in the nation; and

WHEREAS, Senate Bill 1834 and House Bill 1557 in the 2022 Florida Legislative Session are vague in what they consider age or developmentally “appropriate,” which puts local school boards at risk of what would otherwise be considered frivolous lawsuits; and

WHEREAS, Senate Bill 1834 and House Bill 1557 in the 2022 Florida Legislative Session would block teachers from talking about LGBTQ issues or people and would undermine existing protections for LGBTQ kids in schools, stigmatize LGBTQ people, isolate LGBTQ kids, and make teachers fearful of providing a safe, inclusive classroom; and

WHEREAS, the existence of LGBTQ students and parents is not a taboo topic that should be regulated by the Florida Legislature; and

WHEREAS, Senate Bill 1820 and House Bill 747 in the 2022 Florida Legislative Session, if signed into law, would create a license to discriminate by allowing for employment discrimination in healthcare, and would prioritize the beliefs of healthcare providers above a patient’s well-being;

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, Florida, opposes Senate Bills 1834 and 1820 and House Bills 1557 and 747 in the 2022 Florida Legislative Session, and urges all members of the Florida Legislature and Governor Ron DeSantis to oppose Senate Bills 1834 and 1820 and House Bills 1557 and 747.

SECTION 2. That the City Commission directs the City Clerk to transmit copies of this Resolution to the City’s state lobbyists, Governor Ron DeSantis, Senate President Wilton Simpson, Speaker of the House Chris Sprowls, the Broward League of Cities, the Florida League of Cities, the Broward County Legislative Delegation, the Broward County Board of County Commissioners, and any other interested parties.

SECTION 3. That the City Commission directs the City’s state lobbyists to advocate against Senate Bills 1834 and 1820 and House Bills 1557 and 747 in the 2022 Florida Legislative Session.

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 all resolutions or parts of resolutions in conflict herewith, be and the same are hereby rescinded to the extent of such conflict.

SECTION 6. That this resolution shall take effect immediately upon its adoption.

ADOPTED this 15th day of February, 2022.

Mayor
DEAN J. TRANTALIS

ATTEST:

City Clerk
DAVID R. SOLOMAN

APPROVED AS TO FORM:

City Attorney
ALAIN E. BOILEAU

Dean J. Trantalis _____

Heather Moraitis _____

Steven Glassman _____

Robert L. McKinzie _____

Ben Sorensen _____

RESOLUTION NO. 22-

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT LAUDERDALE, FLORIDA, OPPOSING SENATE BILL 148 AND HOUSE BILL 7 IN THE 2022 FLORIDA LEGISLATIVE SESSION, URGING ALL MEMBERS OF THE FLORIDA LEGISLATURE AND GOVERNOR RON DESANTIS TO OPPOSE SENATE BILL 148 AND HOUSE BILL 7 WHICH, IF ENACTED, WOULD MAKE IT AN UNLAWFUL EMPLOYMENT PRACTICE TO SUBJECT AN INDIVIDUAL, AS A CONDITION OF EMPLOYMENT, MEMBERSHIP, OR LICENSING, TO TRAINING OR INSTRUCTION THAT ESPOUSES, PROMOTES, ADVANCES, INCULCATES, OR COMPELS SUCH INDIVIDUAL TO BELIEVE THAT CERTAIN CONCEPTS CONSTITUTE DISCRIMINATION BASED ON RACE, COLOR, SEX, OR NATIONAL ORIGIN, AND WOULD DEEM IT TO BE DISCRIMINATION ON THE BASIS OF RACE, COLOR, NATIONAL ORIGIN, OR SEX, TO SUBJECT ANY PUBLIC SCHOOL STUDENT OR EMPLOYEE TO TRAINING OR INSTRUCTION THAT ESPOUSES, PROMOTES, ADVANCES, INCULCATES, OR COMPELS SUCH STUDENT OR EMPLOYEE TO BELIEVE CERTAIN CONCEPTS, AND PROVIDING FOR DISTRIBUTION, DIRECTION TO THE CITY'S STATE LOBBYISTS, AND AN EFFECTIVE DATE.

WHEREAS, Senate Bill 148 and House Bill 7 in the 2022 Florida Legislative Session would make it an unlawful employment practice, as a condition of employment, membership, certification, licensing, credentialing, or passing an examination, to subject an individual to training or instruction that espouses, promotes, advances, inculcates, or compels such individual to believe that certain concepts constitute discrimination based on race, color, sex, or national origin; and

WHEREAS, House Bill 7 in the 2022 Florida Legislative Session would deem it discrimination on the basis of race, color, national origin, or sex, to subject any public school student or employee to training or instruction that espouses, promotes, advances, inculcates, or compels such student or public school employee to believe certain concepts; and

WHEREAS, Senate Bill 148 in the 2022 Florida Legislative Session, while allowing instructional personnel to "facilitate discussions and use curricula to address, in an age-appropriate manner, the topics of sexism, slavery, racial oppression, racial segregation, and racial discrimination, including topics relating to the enactment and enforcement of laws resulting in sexism, racial oppression, racial segregation, and racial discrimination," provides that "classroom

instruction and curriculum may not be used to indoctrinate or persuade students to a particular point of view inconsistent with the principles of this subsection or state academic standards.”; and

WHEREAS, Senate Bill 148 in the 2022 Florida Legislative Session would require public school topics of instruction to be consistent with the following principles:

- No individual is inherently racist, sexist, or oppressive, whether consciously or unconsciously, solely by virtue of his or her race or sex.
- No race is inherently superior to another race.
- No individual should be discriminated against or receive adverse treatment solely or partly on the basis of race, color, national origin, religion, disability, or sex.
- Meritocracy or traits such as a hard work ethic are not racist but fundamental to the right to pursue happiness and be rewarded for industry.
- An individual, by virtue of his or her race or sex, does not bear responsibility for actions committed in the past by other members of the same race or sex.
- An individual should not be made to feel discomfort, guilt, anguish, or any other form of psychological distress on account of his or her race.; and

WHEREAS, according to Senate Bill 148 and House Bill 7 in the 2022 Florida Legislative Session, the concepts that could not be espoused, promoted, advanced, inculcated, or compelled to believe as constituting discrimination based on race, color, sex, or national origin in training or instruction as a condition of employment, membership, certification, licensing, credentialing, or passing an examination, and that would constitute discrimination on the basis of race, color, national origin, or sex, in training or instruction of students and public school employees, are that:

- Members of one race, color, sex, or national origin are morally superior to members of another race, color, sex, or national origin.
- An individual, by virtue of his or her race, color, sex, or national origin, is inherently racist, sexist, or oppressive, whether consciously or unconsciously.
- An individual's moral character or status as either privileged or oppressed is necessarily

determined by his or her race, color, sex, or national origin.

- Members of one race, color, sex, or national origin cannot and should not attempt to treat others without respect to race, color, sex, or national origin.
- An individual, by virtue of his or her race, color, sex, or national origin, bears responsibility for, or should be discriminated against or receive adverse treatment because of, actions committed in the past by other members of the same race, color, sex, or national origin.
- An individual, by virtue of his or her race, color, sex, or national origin, should be discriminated against or receive adverse treatment to achieve diversity, equity, or inclusion.
- An individual, by virtue of his or her race, color, sex, or national origin, bears personal responsibility for and must feel guilt, anguish, or other forms of psychological distress because of actions, in which the individual played no part, committed in the past by other members of the same race, color, sex, or national origin (H.B. 7), or an individual should feel discomfort, guilt, anguish, or any other form of psychological distress on account of his or her race, color, sex, or national origin (S.B. 148).
- Such virtues as merit, excellence, hard work, fairness, neutrality, objectivity, and racial colorblindness are racist or sexist, or were created by members of a particular race, color, sex, or national origin to oppress members of another race, color, sex, or national origin.; and

WHEREAS, the City of Fort Lauderdale is a recipient of the Florida Department of Education's 2021 Commissioner's Business Recognition Award; and

WHEREAS, the City of Fort Lauderdale has shown its commitment to education through its Chief Education Officer and Education Advisory Board; and

WHEREAS, the City of Fort Lauderdale enjoys a positive relationship with the School Board of Broward County; and

WHEREAS, it would be detrimental to the City of Fort Lauderdale if the State Legislature removes the power of the district school board from dictating the policies best for local schools, particularly when those policies are discriminatory, call for censorship, and/or force valuable teachers out of the profession; and

WHEREAS, Senate Bill 148 and House Bill 7 in the 2022 Florida Legislative Session, if signed into law, would censor workplaces and schools from teaching honest LGBTQ history, Black history, the root causes of injustice and discrimination, and more;

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, Florida, opposes Senate Bill 148 and House Bill 7 in the 2022 Florida Legislative Session, and urges all members of the Florida Legislature and Governor Ron DeSantis to oppose Senate Bill 148 and House Bill 7, and any other similar legislation or amendment that would.

SECTION 2. That the City Commission directs the City Clerk to transmit copies of this Resolution to the City's state lobbyists, Governor Ron DeSantis, Senate President Wilton Simpson, Speaker of the House Chris Sprowls, the Broward League of Cities, the Florida League of Cities, the Broward County Legislative Delegation, the Broward County Board of County Commissioners, and any other interested parties.

SECTION 3. That the City Commission directs the City's state lobbyists to advocate against Senate Bill 148 and House Bill 7 in the 2022 Florida Legislative Session.

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 all resolutions or parts of resolutions in conflict herewith, be and the same are hereby rescinded to the extent of such conflict.

SECTION 6. That this resolution shall take effect immediately upon its adoption.

ADOPTED this 15th day of February, 2022.

Mayor
DEAN J. TRANTALIS

ATTEST:

City Clerk
DAVID R. SOLOMAN

APPROVED AS TO FORM:

City Attorney
ALAIN E. BOILEAU

Dean J. Trantalis _____

Heather Moraitis _____

Steven Glassman _____

Robert L. McKinzie _____

Ben Sorensen _____

RESOLUTION NO. 22-

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT LAUDERDALE, FLORIDA, OPPOSING SENATE BILL 1300 AND HOUSE BILL 1467 IN THE 2022 FLORIDA LEGISLATIVE SESSION, URGING ALL MEMBERS OF THE FLORIDA LEGISLATURE AND GOVERNOR RON DESANTIS TO OPPOSE SENATE BILL 1300 AND HOUSE BILL 1467 WHICH, IF ENACTED, WOULD PROVIDE FOR THE ADOPTION OF DISTRICT SCHOOL BOARD PROCEDURES FOR DEVELOPING LIBRARY MEDIA CENTER COLLECTIONS, WHICH PROCEDURES WOULD INCLUDE PROVIDING FOR THE REGULAR REMOVAL OR DISCONTINUANCE OF BOOKS BASED ON, AT A MINIMUM, PHYSICAL CONDITION, RATE OF RECENT CIRCULATION, ALIGNMENT TO STATE ACADEMIC STANDARDS AND RELEVANCY TO CURRICULUM, OUT-OF-DATE CONTENT, AND REQUIRED REMOVAL PURSUANT TO A POLICY REGARDING AN OBJECTION BY A PARENT OR A RESIDENT OF THE COUNTY TO THE USE OF A SPECIFIC MATERIAL, AND PROVIDING FOR DISTRIBUTION, DIRECTION TO THE CITY'S STATE LOBBYISTS, AND AN EFFECTIVE DATE.

WHEREAS, the City of Fort Lauderdale is a recipient of the Florida Department of Education's 2021 Commissioner's Business Recognition Award; and

WHEREAS, the City of Fort Lauderdale has shown its commitment to education through its Chief Education Officer and Education Advisory Board; and

WHEREAS, the City of Fort Lauderdale enjoys a positive relationship with the School Board of Broward County; and

WHEREAS, Senate Bill 1300 and House Bill 1467 in the 2022 Florida Legislative Session provide for the adoption of district school board procedures for developing library media center collections, which procedures include providing for the regular removal or discontinuance of books based on, at a minimum, physical condition, rate of recent circulation, alignment to state academic standards and relevancy to curriculum, out-of-date content, and required removal pursuant to a policy regarding an objection by a parent or a resident of the county to the use of a specific material, which clearly describes a process to handle all objections and provides for resolution; and

WHEREAS, Senate Bill 1300 and House Bill 1467 in the 2022 Florida Legislative Session would allow for censorship of materials in schools without any specific guidelines of what is considered appropriate other than the subjective ruling of a committee; and

WHEREAS, according to the American Library Association (“ALA”), more than 330 unique cases of library book challenges were reported to the ALA’s Office for Intellectual Freedom in the three-month period between September 1 and November 30, 2021, and, thus far, challenge totals in 2021 have doubled the number of reports from 2020 (156 challenges) and most likely will outpace 2019 figures (377 challenges);

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, Florida, opposes Senate Bill 1300 and House Bill 1467 in the 2022 Florida Legislative Session, and urges all members of the Florida Legislature and Governor Ron DeSantis to oppose Senate Bill 1300 and House Bill 1467.

SECTION 2. That the City Commission directs the City Clerk to transmit copies of this Resolution to the City’s state lobbyists, Governor Ron DeSantis, Senate President Wilton Simpson, Speaker of the House Chris Sprowls, the Broward League of Cities, the Florida League of Cities, the Broward County Legislative Delegation, the Broward County Board of County Commissioners, and any other interested parties.

SECTION 3. That the City Commission directs the City’s state lobbyists to advocate against Senate Bill 1300 and House Bill 1467 in the 2022 Florida Legislative Session.

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 all resolutions or parts of resolutions in conflict herewith, be and the same are hereby rescinded to the extent of such conflict.

SECTION 6. That this resolution shall take effect immediately upon its adoption.

ADOPTED this 15th day of February, 2022.

ATTEST:

Mayor
DEAN J. TRANTALIS

City Clerk
DAVID R. SOLOMAN

APPROVED AS TO FORM:

City Attorney
ALAIN E. BOILEAU

Dean J. Trantalis _____

Heather Moraitis _____

Steven Glassman _____

Robert L. McKinzie _____

Ben Sorensen _____

RESOLUTION NO. 22-

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT LAUDERDALE, FLORIDA, OPPOSING SENATE BILL 974 AND HOUSE BILL 985 IN THE 2022 FLORIDA LEGISLATIVE SESSION, URGING ALL MEMBERS OF THE FLORIDA LEGISLATURE AND GOVERNOR RON DESANTIS TO OPPOSE SENATE BILL 974 AND HOUSE BILL 985 WHICH, IF ENACTED, WOULD INCREASE THE STATUTORY LIMITS ON LIABILITY FOR TORT CLAIMS AND JUDGMENTS AGAINST LOCAL GOVERNMENTS, AND PROVIDING FOR DISTRIBUTION, DIRECTION TO THE CITY'S STATE LOBBYISTS, AND AN EFFECTIVE DATE.

WHEREAS, Senate Bill 974 in the 2022 Florida Legislative Session would increase the statutory maximum amount that a local government is liable to pay for a tort claim or judgment from \$200,000 per person and \$300,000 per incident to \$1,000,000 per person and \$3,000,000 per incident, and would provide for decennial increases in those amounts based on the Consumer Price Index for the Southeast or a successor index as calculated by the United States Department of Labor; and

WHEREAS, House Bill 985 in the 2022 Florida Legislative Session would increase the statutory maximum amount that a local government is liable to pay for a tort claim or judgment from \$200,000 per person and \$300,000 per incident to \$1,000,000 per person, and would provide for annual increases in those amounts based on the Consumer Price Index for the Southeast or a successor index as calculated by the United States Department of Labor; and

WHEREAS, if Senate Bill 974 or House Bill 985 in the 2022 Florida Legislative Session were to be signed into law, local governments would need to budget more funds to pay higher insurance premiums or, for those that are fully or partly self-insured, to pay for higher settlements or judgments or both;

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, Florida, opposes Senate Bill 974 and House Bill 985 in the 2022 Florida Legislative Session, and urges all members of the Florida Legislature and Governor Ron DeSantis to oppose Senate Bill 974, House Bill 985, and any other similar legislation or amendment that would increase the statutory maximum amount that a local government could be held liable for tort claims and judgments.

SECTION 2. That the City Commission directs the City Clerk to transmit copies of this Resolution to the City's state lobbyists, Governor Ron DeSantis, Senate President Wilton Simpson, Speaker of the House Chris Sprowls, the Broward League of Cities, the Florida League of Cities, the Broward County Legislative Delegation, the Broward County Board of County Commissioners, and any other interested parties.

SECTION 3. That the City Commission directs the City's state lobbyists to advocate against Senate Bill 974 and House Bill 985 in the 2022 Florida Legislative Session.

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 all resolutions or parts of resolutions in conflict herewith, be and the same are hereby rescinded to the extent of such conflict.

SECTION 6. That this resolution shall take effect immediately upon its adoption.

ADOPTED this 15th day of February, 2022.

Mayor
DEAN J. TRANTALIS

ATTEST:

City Clerk
DAVID R. SOLOMAN

APPROVED AS TO FORM:

City Attorney
ALAIN E. BOILEAU

Dean J. Trantalis _____

Heather Moraitis _____

Steven Glassman _____

Robert L. McKinzie _____

Ben Sorensen _____



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

#22-0190

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

FROM: Chris Lagerbloom, ICMA-CM, City Manager

DATE: February 15, 2022

TITLE: **WALK ON** - Motion to Approve Consent of Assignment of Contract from
All On Stage Productions, Inc. to BFAV LLC - **(Commission Districts 1,
2, 3 and 4)**

Recommendation

Staff recommends the City Commission approve consent of assignment of contract, in substantially the form attached for Sound, Stage and Lighting Services from All On Stage Productions, Inc. to BFAV LLC.

Background

On May 15, 2018, the City awarded Contract No. 12081-883 to All On Stage Productions, Inc., for Sound, Stage and Lighting Services (CAM 18-0362).

On January 21, 2022, All On Stage Productions, Inc. was voluntarily dissolved as a corporate entity. All on Stage Productions, Inc. is listed as a fictitious name in Florida, and is owned by BFAV LLC.

Resource Impact

There is no fiscal impact associated with this item.

Strategic Connections

This item is a *2021 Top Commission Priority*, advancing the Resiliency initiative.

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

- The Public Places Area
- Goal 3: Build a healthy and engaging community
- Objective: Improve access to and enjoyment of our beach, waterways, parks and open spaces for everyone

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

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

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

Attachments

Exhibit 1 – Assignment of Contract

Exhibit 2 – Executed Agreement, Contract 12081-883

Exhibit 3 – Renewals, Contract 12081-883

Prepared by: Carolyn Bean, Assistant to the Director, Parks and Recreation
Heather Rose, Senior Procurement Specialist, Finance
Friseta Davis, Sr. Admin Assistant, Finance

Department Director: Phil Thornburg, Parks and Recreation
Susan Grant, Finance

ASSIGNMENT OF CONTRACT

WHEREAS, the **City of Fort Lauderdale**, a Florida municipality, ("City"), and **All On Stage Productions, Inc.**, a Florida profit corporation, now dissolved ("Assignor"), entered into a one year Contract 2081-883 for Sound, Stage & Lighting Services dated May 15, 2018, with three (3) additional one-year renewal options (hereinafter, "Contract"); and

WHEREAS, pursuant to the terms and conditions of the Contract, City and Assignor subsequently agreed to multiple renewals of the Contract, with the current term scheduled to expire on May 14, 2022; and

WHEREAS, Assignor, having an interest in the Contract, was voluntarily dissolved as a corporate entity on January 21, 2022, pursuant to Articles of Dissolution approved by its shareholders, and Assignor desires to wind up its corporate assets and liabilities, including assignment of its rights, duties, obligations, responsibilities and liabilities under the Contract to BFAV LLC, a Florida Limited Liability Company d/b/a All On Stage Productions ("Assignee"); and

WHEREAS, Section 607.1405(1), Florida Statutes, as amended, provides in part that a dissolved corporation may wind up and liquidate its business and affairs, including collecting its assets and discharging or making provision for discharging its liabilities; and

WHEREAS, Section IV.N. of the Contract provides, in part, "Neither this Agreement nor any interest herein shall be assigned, transferred, or encumbered without the written consent of the other party. "; and

WHEREAS, the Assignor and Assignee, propose the City consent to an assignment of the Contract to the Assignee.

NOW, THEREFORE, Assignor and Assignee hereby agree as follows:

1. The foregoing recitals are true and correct and incorporated herein by this reference.
2. For and in consideration of the sum of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and subject to the written approval of this Assignment of Contract by the City, Assignor does hereby sell, assign, convey, and transfer to Assignee all of Assignor's rights, duties, obligations, responsibilities, and liabilities under the Contract.
3. Subject to the written consent to this Assignment of Contract by the City, Assignee accepts the foregoing assignment, and Assignee assumes and agrees to perform all of Assignor's duties, obligations, responsibilities, and liabilities under the Contract.

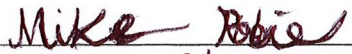
IN WITNESS WHEREOF, Assignor and Assignee, by and through their respective authorized representatives, execute this Assignment of Contract as follows:


ASSIGNOR:

ALL ON STAGE PRODUCTIONS, INC.


Ann Dilozenzo
Director

WITNESSES:


Print Name: Michael Robie


Print Name: William Frank

(Corporate Seal)

STATE OF CT
COUNTY OF Fairfield

The foregoing Assignment of Contracts was acknowledged before me this 10th day of February, 2022, by Ann Dilozenzo as Director for All On Stage Productions, Inc., a Florida profit corporation, dissolve effective January 21, 2022.


Signature of Notary Public – State of CT



DAVID PAINE
Print, Type or Stamp Commission Name of
Notary Public

Personally Known _____ OR Produced Identification ✓
Type of Identification Produced Driver License

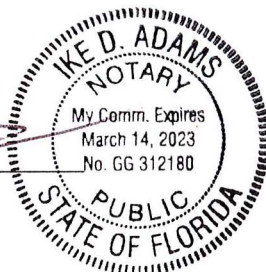
WITNESSES:


Signature

Dan Fryburg
Print Name


Signature

Carmen M. Botero
Print Name



ASSIGNEE:



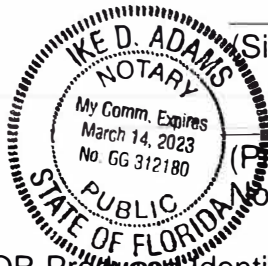
BFAV LLC, a Florida Limited Liability
Company d/b/a **ALL ON STAGE
PRODUCTIONS**

**By: CONNECTICUT CONSULTING
GROUP, INC.**, a Florida Profit
Corporation, as Manager

By: 
DOMENIC GARAFOLA, President

STATE OF Florida
COUNTY OF Broward

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 11 day of February, 2022, by **DOMENIC GARAFOLA**, as President for **CONNECTICUT CONSULTING GROUP, INC.**, a Florida Profit Corporation, as Manager for **BFAV LLC**, a Florida Limited Liability Company, **d/b/a ALL ON STAGE PRODUCTIONS.**



Ike D Adams
(Signature of Notary Public – State of Florida)

Ike D Adams
(Print, Type or Stamp Commissioned Name of Notary Public)

Personally Known _____ OR Produced Identification X
Type of Identification Produced Driver License

The City of Fort Lauderdale, a Florida municipality, by and through its undersigned Mayor and City Manager, does hereby _____ consent _____ does not consent to the foregoing Assignment of Contract.

ATTEST:

CITY OF FORT LAUDERDALE

By: _____
David R. Soloman, City Clerk

By: _____
Dean J. Trantalis, Mayor

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

Approved as to form:
ALAIN E. BOILEAU, CITY ATTORNEY

By: _____
Patricia SaintVil-Joseph
Assistant City Attorney

**AGREEMENT FOR
SOUND, STAGE, AND LIGHTING SERVICES**

THIS AGREEMENT, made this 15th day of May 2018, is by and between the City of Fort Lauderdale, a Florida municipality, ("City"), whose address is 100 North Andrews Avenue, Fort Lauderdale, Florida, 33301, and **All On Stage Productions, Inc., a Florida corporation**, ("Contractor") whose address is **500 NE 28th Court, Pompano Beach, Florida 33064, Phone: 561-750-4070.**

NOW THEREFORE, for and in consideration of the mutual promises and covenants set forth herein and other good and valuable consideration, the City and the Contractor covenant and agree as follows:

WITNESSETH:

I. DOCUMENTS

The following documents (collectively "Contract Documents") are hereby incorporated into and made part of this Agreement (Form P-0001):

(1) Invitation to Bid No. **12081-883, SOUND, STAGE, AND LIGHTING SERVICES** including any and all addenda, prepared by the City of Fort Lauderdale, ("ITB" or "Exhibit A").

(2) The Contractor's response to the **ITB**, dated **February 2, 2018**, ("Exhibit B").

All Contract Documents may also be collectively referred to as the "Documents." In the event of any conflict between or among the Documents or any ambiguity or missing specifications or instruction, the following priority is established:

- A. First, specific direction from the City Manager (or designee)
- B. Second, this Agreement (Form P-0001) dated May 15, 2018, and any attachments.
- C. Third, Exhibit A
- D. Fourth, Exhibit B

II. SCOPE

The Contractor shall perform the work under the general direction of the City as set forth in the Contract Documents.

Unless otherwise specified herein, the Contractor shall perform all work identified in this Agreement. The parties agree that the scope of services is a description of Contractor's obligations and responsibilities, and is deemed to include preliminary 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 Contractor impractical, illogical, or unconscionable.

Contractor acknowledges and agrees that the City's Contract Administrator has no authority to make changes that would increase, decrease, or otherwise modify the Scope of Services to be provided under this Agreement.

By signing this Agreement, the Contractor represents that it thoroughly reviewed the documents incorporated into this Agreement by reference and that it accepts the description of the work and the conditions under which the Work is to be performed.

I. TERM OF AGREEMENT

The initial contract period shall commence on **May 15, 2018 and shall end on May 14, 2019. The City reserves the right to extend the contract for three additional one-year terms**, providing all terms conditions and specifications remain the same, both parties agree to the extension, and such extension is approved by the City. 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

II. COMPENSATION

The Contractor agrees to provide the services and/or materials as specified in the Contract Documents at the cost specified in Exhibit B. It is acknowledged and agreed by Contractor that this amount is the maximum payable and constitutes a limitation upon City's obligation to compensate Contractor for Contractor's services related to this Agreement. This maximum amount, however, does not constitute a limitation of any sort upon Contractor's obligation to perform all items of work required by or which can be reasonably inferred from the Scope of Services. Except as otherwise provided in the solicitation, no amount shall be paid to Contractor to reimburse Contractor's expenses.

III. METHOD OF BILLING AND PAYMENT

Contractor may submit invoices for compensation no more often than monthly, but only after the services for which the invoices are submitted have been completed. An original invoice plus one copy are due within fifteen (15) days of the end of the month except the final invoice which must be received no later than sixty (60) days after this Agreement expires. Invoices shall designate the nature of the services performed and/or the goods provided.

City shall pay Contractor within forty-five (45) days of receipt of Contractor's proper invoice, as provided in the Florida Local Government Prompt Payment Act.

To be deemed proper, all invoices must comply with the requirements set forth in this Agreement and must be submitted on the form and pursuant to instructions prescribed by the City's Contract Administrator. Payment may be withheld for failure of Contractor to comply with a term, condition, or requirement of this Agreement.

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's Contract Administrator or failure to comply with this Agreement. The amount withheld shall not be subject to payment of interest by City.

IV. GENERAL CONDITIONS

A. Indemnification

Contractor shall protect and defend at Contractor'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 Contractor or by any officer, employee, agent, invitee, subcontractor, or sublicensee of the Contractor. 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 Contractor 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.

B. Intellectual Property

Contractor shall protect and defend at Contractor'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 Contractor's or the City's use of any copyrighted, patented or unpatented invention, process, article, material, or device that is manufactured, provided, or used pursuant to this Agreement. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.

C. Termination for Cause

The aggrieved party may terminate this Agreement for cause if the party in breach has not corrected the breach within ten (10) days after written notice from the aggrieved party identifying the breach. The City Manager may also terminate this Agreement upon such notice as the City Manager deems appropriate under the circumstances in the event the City Manager determines that termination is necessary to protect the public health or safety. The parties agree that if the City erroneously, improperly or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.

This Agreement may be terminated for cause for reasons including, but not limited to, Contractor's repeated (whether negligent or intentional) submission for payment of false or incorrect bills or invoices, failure to perform the Work to the City's satisfaction; or failure to continuously perform the work in a manner calculated to meet or accomplish the objectives as set forth in this Agreement.

D. Termination for Convenience

The City reserves the right, in its best interest as determined by the City, to cancel this contract for convenience by giving written notice to the Contractor at least thirty (30) days prior to the effective date of such cancellation. In the event this Agreement is terminated for convenience, Contractor shall be paid for any services performed to the City's satisfaction pursuant to the Agreement through the termination date specified in the written notice of termination. Contractor acknowledges and agrees that he/she/it has received good, valuable and sufficient consideration from City, the receipt and adequacy of which are hereby acknowledged by Contractor, for City's right to terminate this Agreement for convenience.

E. Cancellation for Unappropriated Funds

The City reserves the right, in its best interest as determined by the City, to cancel this contract for unappropriated funds or unavailability of funds by giving written notice to the Contractor at least thirty (30) days prior to the effective date of such cancellation. The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise provided by law.

F. Insurance

The Contractor shall furnish proof of insurance requirements as indicated below. The coverage is to remain in force at all times during the contract period. The following minimum insurance coverage is required. The commercial general liability insurance policy shall name the City of Fort Lauderdale, a Florida municipality, as an "additional insured." This MUST be written in the description section of the insurance certificate, even if there is a check-off box on the insurance certificate. Any costs for adding the City as "additional insured" shall be at the Contractor's expense.

The City of Fort Lauderdale shall be given notice 10 days prior to cancellation or modification of any required insurance. The insurance provided shall be endorsed or amended to comply with this notice requirement. In the event that the insurer is unable to accommodate, it shall be the responsibility of the Contractor to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested and addressed to the Procurement Services Division.

The Contractor's insurance must be provided by an A.M. Best's "A-" rated or better insurance company authorized to issue insurance policies in the State of Florida, subject to approval by the City's Risk Manager. Any exclusions or provisions in the insurance maintained by the contractor that excludes coverage for work contemplated in this solicitation shall be deemed unacceptable, and shall be considered breach of contract.

Workers' Compensation and Employers' Liability Insurance

Limits: Workers' Compensation – Per Chapter 440, Florida Statutes
Employers' Liability - \$500,000

Any firm performing work on behalf of the City of Fort Lauderdale 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. For additional information contact the Department of Financial Services, Workers' Compensation Division at (850) 413-1601 or on the web at www.fldfs.com.

Commercial General Liability Insurance

Covering premises-operations, products-completed operations, independent contractors and contractual liability.

Limits: Combined single limit bodily injury/property damage
\$1,000,000.00 each occurrence
\$2,000,000.00 general aggregate

This coverage must include, but not limited to:

- a. Coverage for the liability assumed by the contractor under the indemnity provision of the contract.
- b. Coverage for Premises/Operations
- c. Products/Completed Operations
- d. Broad Form Contractual Liability
- e. Independent Contractors

Automobile Liability Insurance

Covering all owned, hired and non-owned automobile equipment.

Limits: \$1,000,000.00 Combined single limit

Certificate holder should be addressed as follows:

City of Fort Lauderdale
Procurement Services Division
100 North Andrews Avenue, Room 619
Fort Lauderdale, FL 33301

G. Environmental, Health and Safety

Contractor shall place the highest priority on health and safety and shall maintain a safe working environment during performance of the work. Contractor 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 Contractor. Contractor 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. Contractor agrees to utilize protective devices as required by applicable laws, regulations, and any industry or Contractor'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 Work.

H. Standard of Care

Contractor represents that he/she/it is qualified to perform the work, that Contractor and his/her/its subcontractors possess current, valid state and/or local licenses to perform the Work, and that their services shall be performed in a manner consistent with that level of care and skill ordinarily exercised by other qualified contractors under similar circumstances.

I. Rights in Documents and Work

Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of City; and Contractor disclaims any copyright in such materials. In the event of and upon termination of this Agreement, any reports, photographs, surveys, and other data and documents prepared by Contractor, whether finished or unfinished, shall become the property of City and shall be delivered by Contractor to the City's Contract Administrator within seven (7) days of termination of this Agreement by either party. Any compensation due to Contractor shall be withheld until Contractor delivers all documents to the City as provided herein.

J. Audit Right and Retention of Records

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

Contractor and Contractor's subcontractors shall preserve and make available, at reasonable times for examination and audit by City in Broward County, Florida, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida public records law, Chapter 119, Florida Statutes, as may be amended from time to time, if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida public records law is determined by City to be applicable to Contractor and Contractor's subcontractors' records, Contractor and Contractor's subcontractors shall comply with all requirements thereof; however, Contractor and Contractor's subcontractors shall violate no confidentiality or non-disclosure requirement of either federal or state law. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for City's disallowance and recovery of any payment upon such entry.

Contractor shall, by written contract, require Contractor's subcontractors to agree to the requirements and obligations of this Section.

The Contractor shall maintain during the term of the contract all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract.

K. Public Entity Crime Act

Contractor represents that the execution of this Agreement will not violate the Public Entity Crime Act, Section 287.133, Florida Statutes, as may be amended from time to time, which essentially provides that a person or affiliate who is a contractor, consultant, or other provider and who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to City, may not submit a bid on a contract with City for the construction or repair of a public building or public work, may not submit bids on leases of real property to City, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with City, and may not transact any business with City in excess of the threshold amount provided in Section 287.017, Florida Statutes, as may be amended from time to time, for category two purchases for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Agreement and recovery of all monies paid by City pursuant to this Agreement, and may result in debarment from City's competitive procurement activities.

L. Independent Contractor

Contractor is an independent contractor under this Agreement. Services provided by Contractor pursuant to this Agreement shall be subject to the supervision of the Contractor. In providing such services, neither Contractor nor Contractor's agents 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 Contractor or Contractor's agents any authority of any kind to bind City in any respect whatsoever.

M. Inspection and Non-Waiver

Contractor shall permit the representatives of CITY to inspect and observe the Work 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 Contractor 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.

N. 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. In addition, Contractor shall not subcontract any portion of the work required by this Agreement, except as provided in the Schedule of Subcontractor Participation. City may terminate this Agreement, effective immediately, if there is any assignment, or attempted assignment, transfer, or encumbrance, by Contractor of this Agreement or any right or interest herein without City's written consent.

Contractor represents that each person who will render services pursuant to this Agreement is duly qualified to perform such services by all appropriate 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.

Contractor shall perform Contractor's duties, obligations, and services under this Agreement in a skillful and respectable manner. The quality of Contractor'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 Contractor engages any subcontractor in the performance of this Agreement, Contractor shall ensure that all of Contractor's subcontractors perform in accordance with the terms and conditions of this Agreement. Contractor shall be fully responsible for all of Contractor's subcontractors' performance, and liable for any of Contractor's subcontractors' non-performance and all of Contractor's subcontractors' acts and omissions. Contractor shall defend at Contractor's expense, counsel being subject to City's approval or disapproval, 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 Contractor'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 Contractor's subcontractors or by any of Contractor's subcontractors' officers, agents, or employees. Contractor'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.

O. Conflicts

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

Contractor further agrees that none of Contractor'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 Contractor is not a party, unless compelled by court process. Further, Contractor 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 Contractor 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 Contractor is permitted pursuant to this Agreement to utilize subcontractors to perform any services required by this Agreement, Contractor agrees to require such subcontractors, by written contract, to comply with the provisions of this section to the same extent as Contractor.

P. Schedule and Delays

Time is of the essence in this Agreement. By signing, Contractor affirms that it believes the schedule to be reasonable; provided, however, the parties acknowledge that the schedule might be modified as the City directs.

Q. Materiality and Waiver of Breach

City and Contractor 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.

R. Compliance With Laws

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

S. 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.

T. 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. Contractor hereby expresses its willingness to enter into this Agreement with Contractor's recovery from the City for any damage action for breach of contract or for any action or claim arising from this Agreement to be limited to a maximum amount of \$1,000 less the amount of all funds actually paid by the City to Contractor pursuant to this Agreement.

Accordingly, and notwithstanding any other term or condition of this Agreement, Contractor hereby agrees that the City shall not be liable to Contractor for damages in an amount in excess of \$1,000 which amount shall be reduced by the amount actually paid by the City to Contractor 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.

U. 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 the Seventeenth Judicial Circuit in and for Broward County, Florida, or in the event of federal jurisdiction, in the Southern District of Florida, Fort Lauderdale Division.

In the event Contractor is a corporation organized under the laws of any province of Canada or is a Canadian federal corporation, the City may enforce in the United States of

America or in Canada or in both countries a judgment entered against the Contractor. The Contractor waives any and all defenses to the City's enforcement in Canada of a judgment entered by a court in the United States of America.

V. 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 by the Mayor-Commissioner and/or City Manager, as determined by City Charter and Ordinances, and Contractor or others delegated authority to or otherwise authorized to execute same on their behalf.

W. 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.

X. Payable Interest

Except as required and provided for by the Florida Local Government Prompt Payment Act, City shall not be liable for interest for any reason, whether as prejudgment interest or for any other purpose, and in furtherance thereof Contractor 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.

Y. Representation of Authority

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

Z. Uncontrollable Circumstances ("Force Majeure")

The City and Contractor will be excused from the performance of their respective obligations under this agreement when and to the extent that their performance is delayed or prevented by any circumstances beyond their control including, fire, flood, explosion, strikes or other labor disputes, act of God or public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance, provided that:

1. The non performing party gives the other party prompt written notice describing the particulars of the Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the Force Majeure;

2. The excuse of performance is of no greater scope and of no longer duration than is required by the Force Majeure;

3. No obligations of either party that arose before the Force Majeure causing the excuse of performance are excused as a result of the Force Majeure; and

4. The non-performing party uses its best efforts to remedy its inability to perform. Notwithstanding the above, performance shall not be excused under this Section for a period in excess of two (2) months, provided that in extenuating circumstances, the City may excuse performance for a longer term. Economic hardship of the Contractor will not constitute Force Majeure. The term of the agreement shall be extended by a period equal to that during which either party's performance is suspended under this Section.

AA. Scrutinized Companies

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 Contractor 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 (2017), 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 (2017), as may be amended or revised. The City may terminate this Agreement at the City's option if the Contractor is found to have submitted a false certification as provided under subsection (5) of section 287.135, Florida Statutes (2017), 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 (2017), 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 (2017), as may be amended or revised.

BB. Public Records

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, 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.

Contractor shall:

1. Keep and maintain public records that ordinarily and necessarily would be required by the City in order 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 (2017), 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 this contract if the Contractor does not transfer the records to the City.
4. Upon completion of the Contract, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of this Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of this Contract, the Contractor 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.

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IN WITNESS WHEREOF, the City and the Contractor execute this Contract as follows:

ATTEST:

Jeffrey A. Modarelli
Jeffrey A. Modarelli, City Clerk

CITY OF FORT LAUDERDALE

By: Lee R. Feldman
Lee R. Feldman, City Manager

Approved as to form:

Elizabeth Moore
Assistant City Attorney

WITNESSES:

Natascha Espinoza
Signature
Natascha Espinoza
Print Name

Ann Marie Shelton
Signature
Ann Marie Shelton
Print Name

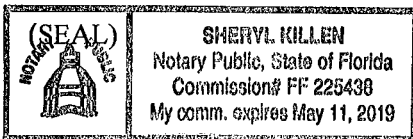
All On Stage Productions, Inc.

By: John A. DiLorenzo, Jr.
John A. DiLorenzo, Jr., President

(CORPORATE SEAL)

STATE OF Florida
COUNTY OF Broward

The foregoing instrument was acknowledged before me this 11 day of May, 2018, by John A. DiLorenzo, Jr. as President for All On Stage Productions, Inc., a Florida corporation.



Sheryl Killen
(Signature of Notary Public)
Notary Public, State of Florida

Sheryl Killen
(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known OR Produced Identification ✓
Type of Identification Produced FLDL



City of Fort Lauderdale • Procurement Services Division
100 N. Andrews Avenue, 619 • Fort Lauderdale, Florida 33301
954-828-5933 Fax 954-828-5576
www.fortlauderdale.gov

October 29, 2018

All On Stage Productions, Inc.
Attn: John DiLorenzo
500 NE 28 Court
Pompano Beach, FL 33064

SUBJECT: Renewal of Term Contract for Sound, Stage & Lighting Services, ITB 12081-883, Amendment 1

Dear John DiLorenzo:

The subject Contract will expire on May 14, 2019.

In accordance with the terms and conditions of the subject Contract, the Contract may, by mutual consent of the parties, be renewed for an additional twelve (12) month period. The City would like to exercise the right to renew this Contract for an additional year effective May 15, 2019, at the existing pricing, terms and conditions.

Please indicate your approval of this offer by having an officer of your firm execute the acceptance portion below and return this letter by email to Teresa Wright at twright@fortlauderdale.gov by November 13, 2018.

Upon execution below by your firm's authorized representative, this Amendment will be your official notice that the Contract has been extended for one (1) year and no additional documentation will be required. Please be sure any required Insurance Certificates are up to date and attached to your response.

Thank you for your immediate attention to this matter.

Sincerely,

Jodi S. Hart, CPPO, CPPB, MBA
Manager, Procurement and Contracts

ACCEPTANCE

By

Official Signature

PRESIDENT

Title

Date

11/6/18





City of Fort Lauderdale • Procurement Services Division
100 N. Andrews Avenue, 619 • Fort Lauderdale, Florida 33301
954-828-5933 Fax 954-828-5678
www.fortlauderdale.gov

January 8, 2020

All On Stage Productions, Inc.
Attn: John DiLorenzo
500 NE 28 Court
Pompano Beach, FL 33064

SUBJECT: Renewal of Term Contract for Sound, Stage & Lighting Services, ITB 12081-883, Amendment 2

Dear Mr. DiLorenzo:

The subject Contract will expire on May 14, 2020.

In accordance with the terms and conditions of the subject Contract, the Contract may, by mutual consent of the parties, be renewed for an additional twelve (12) month period. The City would like to exercise the right to renew this Contract for an additional year at the existing pricing, terms and conditions. Once renewed, the new contract expiration date will be May 14, 2021.

Please indicate your approval of this offer by having an officer of your firm execute the acceptance portion below and return this letter by email to Lura Rogers at lrogers@fortlauderdale.gov by January 15, 2020.

Upon execution below by your firm's authorized representative, this Amendment will be your official notice that the Contract has been extended for one (1) year and no additional documentation will be required. Please be sure any required Insurance Certificates are up to date and attached to your response.

Thank you for your immediate attention to this matter.

Sincerely,


Jodi S. Hart, CPPQ, CPPB, MBA
Chief Procurement Officer

ACCEPTANCE

By


Official Signature

John DiLorenzo PROCLONET
Name Title

Date

1/10/2020





City of Fort Lauderdale • Procurement Services Division
100 N. Andrews Avenue, 619 • Fort Lauderdale, Florida 33301
954-828-5933 Fax 954-828-5576
www.fortlauderdale.gov

December 4, 2020

All On Stage Productions, Inc.
Attn: John DiLorenzo
500 NE 28 Court
Pompano Beach, FL 33064

SUBJECT: Renewal of Term Contract for Sound, Stage & Lighting Services, ITB 12081-883,
Amendment 3

Dear Mr. DiLorenzo:

The subject Contract will expire on May 14, 2021.


In accordance with the terms and conditions of the subject Contract, the Contract may, by mutual consent of the parties, be renewed for an additional twelve (12) month period. The City would like to exercise the right to renew this Contract for an additional year at the existing pricing, terms and conditions. Once renewed, the new contract expiration date will be May 14, 2022.

Please indicate your approval of this offer by having an officer of your firm execute the acceptance portion below and return this letter by email to AnnDebra Diaz at adiaz@fortlauderdale.gov by December 11, 2020.

Upon execution below by your firm's authorized representative, this Amendment will be your official notice that the Contract has been extended for one (1) year and no additional documentation will be required. Please be sure any required Insurance Certificates are up to date and attached to your response.

Thank you for your immediate attention to this matter.

Sincerely,


Jodi S. Hart, CPPO, CPPB, MBA
Chief Procurement Officer

ACCEPTANCE

By 
Official Signature

Dan Fryburg Vice President
Name Title

12/11/2020
Date

