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DOCUMENT ROUTING FORM

NAME OF DOCUMENT: Event Agreement: CHILLOUNGE NIGHT – DESIGN O'FRESCO CORP..

CAM: 16-0368 CM- 1 CCM: 04/05/2016

Routing Origin: ☒ CAO Also attached: ☒ copy of CAM ☒ Original Documents

City Attorney's Office: Approved as to Form 1 Originals and Delivered to City Manager

Assistant City Attorney: CJC MP 4/7/16

CIP FUNDED ☐ YES ☒ NO
Capital Investment / Community Improvement Projects

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

2) **City Manager:** Please sign as indicated and forward 1 original to City Clerk.

INSTRUCTIONS TO CLERK'S OFFICE

3) **City Clerk:** Retains one original and forwards the Original Route form to Jeff Meehan 6075

☒ Original Route form to Jeff Meehan

Event Agreement Check List: on back

Event Agreement Check List:

- ☒ Date of Commission Approval
 - ☒ Site Plan and Schedule attached.
 - ☒ Schedule reflects the conditions approved by the CC (when waiver is requested).
 - ☒ Entity name as listed in SunBiz as "Applicant/Sponsor" and above the signature line.
 - ☒ Must be authorized to sign for the Entity. Prefer President/Vice President (Inc. or Corp.) or Managing Member (LLC) or GP (LLP or Partnership)
 - ☒ At least 1 Witness: Names printed under the signature (prefer 2 witnesses for LLC or GP as there is usually no secretary to attest and no seal)
 - ☒ Attested by the Secretary (Corporations) *none*
 - ☒ Notarized
 - no* ☒ Corporate Seal
 - ☒ City Signature Page
 - ☐ Time Matters updated
- > 2 witnesses
County
Notary.*



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No Events **No Name History**

Design O'Fresco Corpora

Detail by Entity Name

Florida Profit CorporationDESIGN OFFRESCO CORP.

Filing Information

Document NumberP03000009921FEI/EIN Number76-0723028Date Filed01/21/2003StateFLStatusACTIVE

Principal Address

4909 GULF DRIVE

#1B

HOLMES BEACH, FL 34217

Changed: 04/25/2011

Mailing Address

4909 GULF DRIVE

#1B

HOLMES BEACH, FL 34217

Changed: 04/25/2011

Registered Agent Name & AddressScheer, Rainer

4909 Gulf Dr

Apt.1b

Holmes Beach, FL 34217

Name Changed: 04/29/2013

Address Changed: 04/29/2013

Officer/Director Detail**Name & Address**

Title PD

SCHEER, RAINER

4909 GULF DRIVE #1B

HOLMES BEACH, FL 34217

Annual Reports

Report Year Filed Date

2013 04/29/2013

2014 04/22/2014

2015 01/28/2015

Document Images

[01/28/2015 -- ANNUAL REPORT](#) [View image in PDF format](#)

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No Events **No Name History**

Design O'Fresco Corpora

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State of Florida, Department of State

Meredith Shuster

From: Meredith Shuster
Sent: Thursday, March 24, 2016 3:57 PM
To: Wendy Gonyea; Jeff Meehan
Subject: RE: Chillounge Night signed event agreement

4/5 agenda

From: Wendy Gonyea
Sent: Thursday, March 24, 2016 3:54 PM
To: Jeff Meehan
Cc: Wendy Gonyea; Meredith Shuster
Subject: RE: Chillounge Night signed event agreement

Is this for a past or upcoming agenda item? Please advise which item.

Thanks.

Wendy Gonyea, MPA, CP
Assistant City Clerk IV
City Clerk's Office
City of Fort Lauderdale
100 N. Andrews Avenue, 7th Floor
Fort Lauderdale, Florida 33301
Telephone: (954) 828-6313
Facsimile: (954) 828-5017
wgonyea@fortlauderdale.gov

From: Meredith Shuster
Sent: Thursday, March 24, 2016 2:40 PM
To: Jeff Meehan
Cc: Wendy Gonyea
Subject: RE: Chillounge Night signed event agreement

There is no secretary for this corporation. The City will require 2 witnesses and the notary. I can accept the original, "as is", only if the corporate seal is affixed. I appreciate you checking.

Meredith Shuster, CP
Paralegal, City Attorney's Office



Tel: 954.828.5156
Fax: 954.828.5915
Email: mshuster@fortlauderdale.gov
100 N. Andrews Avenue
Fort Lauderdale, FL 33301

Please consider the environment before printing this e-mail.

Under Florida law, most e-mail messages to or from City of Fort Lauderdale employees or officials are public records, available to any person upon request, absent an exemption. Therefore, any e-mail message to or from the City, inclusive of e-mail addresses contained therein, may be subject to public disclosure.

From: Jeff Meehan
Sent: Thursday, March 24, 2016 2:34 PM
To: Meredith Shuster
Cc: Wendy Gonyea
Subject: Chillounge Night signed event agreement

Event agreement OK?





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

#16-0368

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

FROM: Lee R. Feldman, ICMA-CM, City Manager

DATE: April 5, 2016

TITLE: Motion to Approve Event Agreements: Great Strides Fort Lauderdale, Wi
Caribbean, Inc., Surf-N-Turf, Chillounge Night, and Sailboat Bend Art
Festival

Recommendation

It is recommended that the City Commission approve event agreements with Cystic Fibrosis Foundation, Miss Miami Broward Carnival Pageant, Inc., Surf N Turf Chef Competition, LLC, Design O'Fresco Corporation, and Channelled Productions, LLC and authorize execution of the agreements by the City Manager.

Background

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

Organizers will pay for all event costs and submit the required certificates of insurance. 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 event agreements is contingent upon the City Attorney's Office receiving and approving a validly executed agreement.

Event 1:

Applicant:	Cystic Fibrosis Foundation
Event Name	Great Strides Fort Lauderdale

Date/Time: Wednesday, May 4, 2016 (6:00pm- 9:00pm)
Location: Esplanade Park- 401 SW 2ND Street
Road Closing: No
Alcohol: No
Amplified Music: Yes- (6:00pm- 9:00pm)
Insurance Required: Yes
Banners: No
Pending Code Violations: No
Application Fee: \$200.00
Exhibit: 1

Event 2:

Applicant: Miss Miami Broward Carnival Pageant, Inc.
Event Name: Wi Caribbean, Inc.
Date/Time: Saturday, June, 11 2016 (8:00am-10:00pm)
Location: Huizenga Plaza- 32 E. Las Olas Blvd
Road Closing: No
Alcohol: Yes
Amplified Music: Yes- (8:00pm-10:00pm)
Insurance Required: Yes
Banners: No
Pending Code Violations: No
Application Fee: \$200.00
Exhibit: 2

Event 3:

Applicant: Surf N Turf Chef Competition, LLC
Event Name: Surf N Turf
Date/Time: Saturday, April 16, 2016 (7:00am – 11:00pm)
Location: 2212 S. Andrews Avenue
Road Closing: No
Alcohol: Yes
Amplified Music: Yes- (7:00pm- 10:00pm)
Insurance Required: Yes
Banners: No
Pending Code Violations: No
Application Fee: \$200.00
Exhibit: 3

Event 4:

Applicant: Design O'Fresco Corporation dba Chillounge
Event Name: Chillounge Night
Date/Time: Saturday, April 9, 2016 (6:00pm – 11:00pm)
Location: Huizenga Plaza
Road Closing: No

Alcohol: Yes
Amplified Music: Yes- (6:00pm- 10:00pm)
Insurance Required: Yes
Banners: No
Pending Code Violations: No
Application Fee: \$200.00
Exhibit: 4

Event 5:

Applicant: Channelled Productions, LLC
Event Name: Sailboat Bend Art Festival
Date/Time: Sunday, April 10, 2016 (11:00am – 5:00pm)
Location: 1310 SW 2nd Court
Road Closing: No
Alcohol: Yes
Amplified Music: Yes- (11:00am- 5:00pm)
Insurance Required: Yes
Banners: No
Pending Code Violations: No
Application Fee: \$200.00
Exhibit: 5

Resource Impact

There is a positive fiscal impact in the amount of \$1,000.00

Strategic Connections

This item is a *Press Play Fort Lauderdale Strategic Plan 2018* initiative, included within the Public Places Cylinder of Excellence, specifically advancing:

- Goal 4: Be a healthy community with fun and stimulating recreational activities for our neighbors.
- Objective 2: Celebrate our community through special events and sports

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

Attachments:

Exhibit 1 – Great Strides Fort Lauderdale Application
Exhibit 1a –Great Strides Fort Lauderdale Site Plan
Exhibit 2 – Wi Caribbean, Inc. Application
Exhibit 2a –Wi Caribbean, Inc. Site Plan
Exhibit 3 – Surf N Turf Application
Exhibit 3a – Surf N Turf Site Plan
Exhibit 4 – Chillounge Night Application
Exhibit 4a – Chillounge Night Site Plan
Exhibit 5 – Sailboat Bend Art Festival Application

Exhibit 5a – Sailboat Bend Art Festival Site Plan

Prepared by: Carolyn Bean, Parks & Recreation

Department Director: Phil Thornburg, Parks & Recreation

**CITY OF FORT LAUDERDALE
OUTDOOR EVENT AGREEMENT**

THIS AGREEMENT is made by and between:

CITY OF FORT LAUDERDALE, a municipal corporation of
the State of Florida, referred to hereinafter as "City",

and

DESIGN O'FRESCO CORP., a Florida profit corporation,
whose principal place of business is 4909 Gulf Drive, #1B,
Holmes Beach, FL 34217 and who is referred to hereinafter
as "Applicant" or "Sponsor".

WHEREAS, the Applicant wishes to hold an outdoor event and has submitted an application pursuant to the requirements of Section 15-182 of the Code of Ordinances of the City of Fort Lauderdale, Florida; and

WHEREAS, the Applicant is willing to obtain the requisite insurance, and is willing to indemnify and hold harmless the City of Fort Lauderdale for any damage to persons or property that might occur during or as a result of the outdoor event; and

WHEREAS, on April 5, 2016, by Motion, the City Commission of the City of Fort Lauderdale authorized the proper City Officials to execute this Agreement.

NOW, THEREFORE, in consideration of the mutual promises made herein, the parties agree as follows:

The foregoing recitals are true and correct, and:

1. Effective Date.

The Effective Date of this Agreement is the date upon which City Commission approval is granted.

2. Outdoor Event.

The Applicant is permitted to operate or sponsor the "CHILLOUNGE NIGHT" (referred to hereinafter as the "Event") outdoors only at the location(s) and time(s) set forth in the attached Outdoor Event Agreement Schedule One and Site Map (if applicable), which is attached hereto and made a part hereof.

3. General Requirements.

- (1) If the Event includes use of fireworks, in advance of the Event the Applicant shall obtain a fireworks permit from the City's Fire Department. The Applicant shall comply with all applicable state laws regarding the use of fireworks.
- (2) The Applicant shall provide sanitary facilities of the type and in a sufficient number specified by the requirements established by the City's Department of Sustainable Development.
- (3) The Applicant shall coordinate with the City's Department of Sustainable Development who will schedule appropriate City staff to conduct electrical inspections of all electrical facilities whether power is supplied by local utilities or is self-provided by generator systems. The Applicant shall permit the City staff to conduct electrical inspections of all electrical facilities.
- (4) The Applicant shall coordinate with the City's Department of Transportation and Mobility who shall review the event application and determine necessary parking requirements.
- (5) If the Event includes the sale or distribution of any food or beverages, the Applicant shall comply with all applicable State, County and City health code requirements. This shall be evidenced by a permit by the appropriate entity.
- (6) If the Event includes use of tents, awnings, or canopies, in advance of the Event the Applicant shall submit current flameproof certificates to the City's Fire Department. The Applicant shall not hold or sponsor the Event until the Fire Department has provided written approval of the use of any tents, awnings, or canopies.
- (7) In advance of the Event the Applicant shall submit a written plan to the City Police Department that regards crowd control and traffic direction. The Applicant shall not hold or sponsor the Event until the Police Department has provided written approval of the Applicant's plan. The Applicant shall bear the cost of staff necessary to implement the crowd control and traffic direction plan. Police costs shall be exempt from prior notice requirements.
- (8) In advance of the Event the Applicant shall submit a written plan to the City's Fire Department that regards Fire safety and EMS. The Applicant

shall not hold or sponsor the Event until the Fire Department has provided written approval of the Applicant's plan. The Applicant shall bear the cost of staff necessary to implement the fire safety and EMS plans. Fire and EMS costs shall be exempt from prior notice requirements.

- (9) Unless the Applicant meets the requirements for exception found in Section 15-184 of the Code of Ordinances of the City of Fort Lauderdale, Florida, in advance of the Event the Applicant shall provide a certificate of insurance satisfactory to the City's Risk Manager. The certificate shall show that the Applicant has obtained comprehensive general liability insurance with a policy limit of not less than one million dollars (\$1,000,000.00) combined single limit coverage, which shall include property damage, bodily injury, and death. The "City of Fort Lauderdale" shall be named as an additional insured. If the Event includes the dispensing, serving, sale, or distribution of any alcoholic beverage, the Applicant shall in addition provide liquor liability insurance with a policy limit of not less than of five hundred thousand dollars (\$500,000.00). The Applicant shall not hold or sponsor the Event until the City's Risk Manager has provided written approval of the Applicant's certificate of insurance or insurance policy.
- (10) The Applicant shall indemnify and hold harmless the city for any damage to person or property that occurs during or as a result of the operation of the Event.
- (11) In advance of the Event the Applicant shall submit a written plan to the City's Parks and Recreation Department that indicates the proposed location of any temporary structure, such as a barricade, fence, tent, concession stand, ticket booth, and grandstand. The written plan shall include information about the planned removal of any temporary structure after the Event. The Applicant shall not hold or sponsor the Event or erect any temporary structure until the City's Parks and Recreation Department has provided written approval of the Applicant's temporary structure plan. The Applicant shall bear the cost necessary to implement the temporary structure plan.

4. Outdoor Event Site.

The City does not warranty that the event site will be available during the approval event period. Further, no such warranty is granted as to the suitability of the event site for the particular event activity. Any and all event sites may be subject to change and/or relocation upon the written direction of the City Manager.

5. Restoration of public property.

If the Event includes use of public property the Applicant shall be responsible for, and shall maintain, all areas of the public property used. Maintenance means the prompt and complete removal of Event-generated trash or debris and the repair or restoration of any public property that was damaged as a result of the Event. Public property means real and personal property that is not privately owned and includes, but is not limited to, any sidewalk or paved surface, any tree, plant, shrub, bench, light fixture, traffic signal, parking meter, trash barrel or sign.

The City shall inspect the Event site location(s) for damage within twenty-four hours of the conclusion of the Event and the City shall provide the Applicant with a written report of any damage found on public property. The report shall state the cost of repair(s) necessary to restore the public property. Within fourteen days of the Applicant's receipt of this report the Applicant shall pay the cost of repair or challenge the City's report by a writing addressed to the Director of the City's Parks and Recreation Department. Resolution of any such challenge shall be made by the City Manager; the Applicant agrees to abide by the City Manager's decision.

6. Reimbursement of expenses.

Should the City incur expenses as a result of the Event, the City shall provide the Applicant with an invoice of expenses. Within fourteen days (14) of the Applicant's receipt of any invoice the Applicant shall pay the invoice or challenge the City's invoice by a writing addressed to the Director of the City's Parks and Recreation Department. Resolution of any such challenge shall be made by the City Manager; the Applicant agrees to abide by the City Manager's decision.

7. Authority of the City of Fort Lauderdale City Manager.

The City of Fort Lauderdale City Manager and his designee, the Director of the City of Fort Lauderdale Parks and Recreation Department (referred to hereinafter as "the Director") shall have the authority to suspend all or any part of the Event when the City Manager or the Director determines that the Event, or its attendees, or its spectators, pose(s) a threat to the public health, safety, or welfare. The City Manager also reserves the right to immediately revoke permission, suspend, modify or terminate the event or any portion upon his written determination or in the event any of the elements of the agreement are violated.

8. Compliance with laws.

- (1) The Applicant shall at all times comply with all federal and state laws or statutes, and with the rules, regulations, and ordinances of City and any other governmental agency having jurisdiction including, but not limited to, those relating to noise, building, zoning, gambling, fire protection, liquor

regulation, and hours of operation. The Applicant shall further take all precautions and use extreme care to conduct its operations in a safe and prudent manner with respect to its agents, employees and visitors to its Event.

- (2) The Applicant shall comply with the applicable sections of the Americans with Disabilities Act of 1990 (42 U.S.C. 126), which prohibits discrimination of handicapped individuals by denying them the right to participate in or benefit from the services provided at the Event. The Applicant understands that it is responsible for compliance with this Act. The Applicant guarantees that individuals with disabilities will be able to attend, enter, and use all the facilities at the Event.
- (3) The Applicant agrees to secure and pay for all licenses and permits required by any governmental agency having jurisdiction, including City. If the Event includes the use of any item that is or that may be protected from infringement, such as but not limited to copyrights, patents and trademarks, the Applicant shall, in advance of the Event, provide City with documentation that shows that the Applicant has obtained the applicable license, permit or permission and that all associated all fees have been paid in full. The provisions of this paragraph apply specifically, but not exclusively, to ASCAP, BMI, SESAC, and any other similar organization that may require written permission and payment of a fee for use of protected material.

9. Limitation of Liability

- (1) The City desires to enter into this Agreement only if in so doing the City can place a limit on the City's liability for any cause of action for money damages due to an alleged breach by the City of this Agreement, so that its liability for any such breach never exceeds the sum of \$100.00. Applicant hereby expresses its willingness to enter into this Agreement with Applicant's recovery from the City for any damage action for breach of contract or for any action or claim arising from this Agreement to be limited to a maximum amount of \$100.00.
- (2) Accordingly, and notwithstanding any other term or condition of this Agreement, Applicant hereby agrees that the City shall not be liable to Applicant for damages in an amount in excess of \$100.00, for any action for breach of contract or for any action or claim arising out of this Agreement. Nothing contained in this paragraph or elsewhere in this Agreement is in any way intended to be a waiver of the limitation placed upon City's liability as set forth in Article 768.28, Florida Statutes.

10. Transfer of Rights.

To the extent this Agreement creates rights that vest in the Applicant, the Applicant shall not transfer any rights to any other individual or entity.

11. Venue.

Venue to enforce the provisions of this agreement shall be Broward County, Florida.

12. Incorporation.

This Outdoor Event Agreement, together with the attached Schedule One and Site Map (if applicable), constitute the whole of the Agreement between the parties. The written approvals issued by the various City departments or staff members and the various documents submitted by the Applicant, including the application, are supplemental to this Agreement. In the event of a conflict, the terms of this Agreement control.

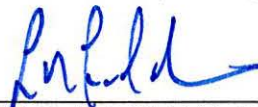
IN WITNESS WHEREOF, the parties hereto have set their hands and seals as of the date first above written.

ATTEST:



JEFFREY A. MODARELLI
City Clerk

CITY OF FORT LAUDERDALE, a
Florida municipal corporation.



LEE R. FELDMAN, City Manager

Approved as to form:



COLE J. COPERTINO
Assistant City Attorney

APPLICANT/SPONSOR

WITNESSES:

Rosa Seitz
Lisa Satz

[Witness print/type name]

[Witness print/type name]

DESIGN O'FRESCO CORP., a Florida profit corporation.

Rainer Scheer

[Print Name, check title]

☒ President ☐ Vice President
☐ Authorized Signatory (Please provide corporate authorization)

ATTEST:

Secretary

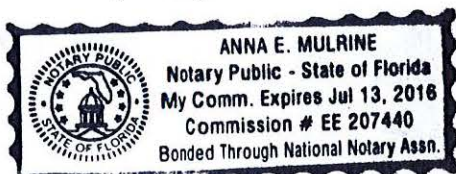
[Print Name]

CORPORATE SEAL

STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this 23rd day of March, 2016, by Rainer Scheer as President of DESIGN O'FRESCO CORP., a Florida profit corporation, who is ☒ personally known to me or ☐ has produced _____ as identification.

(SEAL)



Anna E. Mulrine
Notary Public, State of Florida (Signature of Notary Taking Acknowledgment)

Anna E. Mulrine
Name of Notary Typed, Printed or Stamped

My Commission Expires: 6/13/16
Commission Number: EE 207440

SCHEDULE ONE

- | | | |
|----|------------------------|---------------------------------------|
| 1 | Name of Applicant: | Design O'Fresco Corp. |
| 2 | Name of Outdoor Event: | Chillounge Night |
| 3 | Date of Setup: | Friday, April 8, 2016 |
| 4 | Time of Setup: | 2:00pm |
| 5 | Date of Event: | Saturday, April 9, 2016 |
| 6 | Time of Event: | 6:00pm- 11:00pm |
| 7 | Date of Breakdown: | Saturday, April 9, 2016 |
| 8 | Time of Breakdown: | 11:30pm |
| 9 | Event Location: | Huizenga Plaza- 32 East Las Olas Blvd |
| 10 | Road Closings: | No |
| 11 | Alcohol: | Yes |





City Manager's Office

ITEMS FOR SIGNATURE/REVIEW

CMO LOG #: Apr 24

TODAY'S DATE: 4/8/16

Assigned to: ☒ L. FELDMAN ☐ S. HAWTHORNE ☐ C. LAGERBLOOM ☐

Title of Document for Signature: Chillounge Night -

Memo/Doc # (if applicable): CAM-116-B68 Date of Doc.: 4/5/16

Document received from: Jeff Meekhan Vote Summary: _____

☐ APPROVED FOR LEE FELDMAN'S SIGNATURE

☐ PENDING APPROVAL (*See comments below*)

☐ N/A FOR L. FELDMAN TO SIGN

PER ASSISTANT CITY MANAGER:

S. HAWTHORNE _____ or C. LAGERBLOOM _____
(Initial and date above) (Initial and date above)

Rejection/Questions/Additional Information Request:

Comments/Tracking Information:

