D 10/17/160



COMMISSION AGENDA ITEM EVENT AGREEMENT DOCUMENT ROUTING FORM

Today's Date: _____10/11/2016

AGREEMENT	<u>NTERTAINMENT, LLC – HALLOWEEN BLOCK PARTY - EVENT</u>			
COMM. MTG. DATE: <u>10/5/2016</u>	CAM #: <u>16-1141</u> ITEM #: <u>M-5</u> CAM attached: XYES NO			
Routing Origin: CAO Router Nam	ne/Ext: <u>A. Sperling/5001</u> Action Summary attached: XES NO			
CIP FUNDED: 🗌 YES 🖾 NO	Capital Investment / Community Improvement Projects defined as having a life of at least 10 years and a cost of at least \$50,000 and shall mean improvements to real property (land, buildings, or fixtures) that add value and/or extend useful life, including major repairs such as roof replacement, etc. Term "Real Property" include: land, real estate, realty, or real.			
1) City Attorney's Office: Docume	ents to be signed/routed? XES NO # of originals attached: <u>1</u>			
Is attached Granicus document Final? ∑YES □NO Approved as to Form: ∑YES □NO Date to CCO: 10-13-16 Cole Copertino Attorney's Name Initials				
2) City Clerk's Office: # of original	s: Routed to: Gina Ri/CMO/X5013 Date:			
3) City Manager's Office: CMO Le Assigned to: L. FELDMAN				
PER ACM: S. HAWTHORNE (Initial/Date) PENDING APPRO Comments/Questions:	(Initial/Date) C. LAGERBLOOM VAL (See comments below)			
Forward originals to 🔲 Mayor				

4) City Clerk's Office: Retains <u>1</u> original and forwards <u>2</u> copies to: Carolyn Bean/Parks and Rec/5348 Return one fully executed original to CCO XYES NO

Original Route form to Astrid Sperling

Rev. 5/6/16

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

BAM BAM ENTERTAINMENT LLC, a Florida limited liability company, whose principal place of business is 111 SW 2nd Avenue, Fort Lauderdale, Florida 33301, 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 <u>October 5, 2016</u>, 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.

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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 "HALLOWEEN BLOCK PARTY" (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.

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- (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.

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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.

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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

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- (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.

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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.

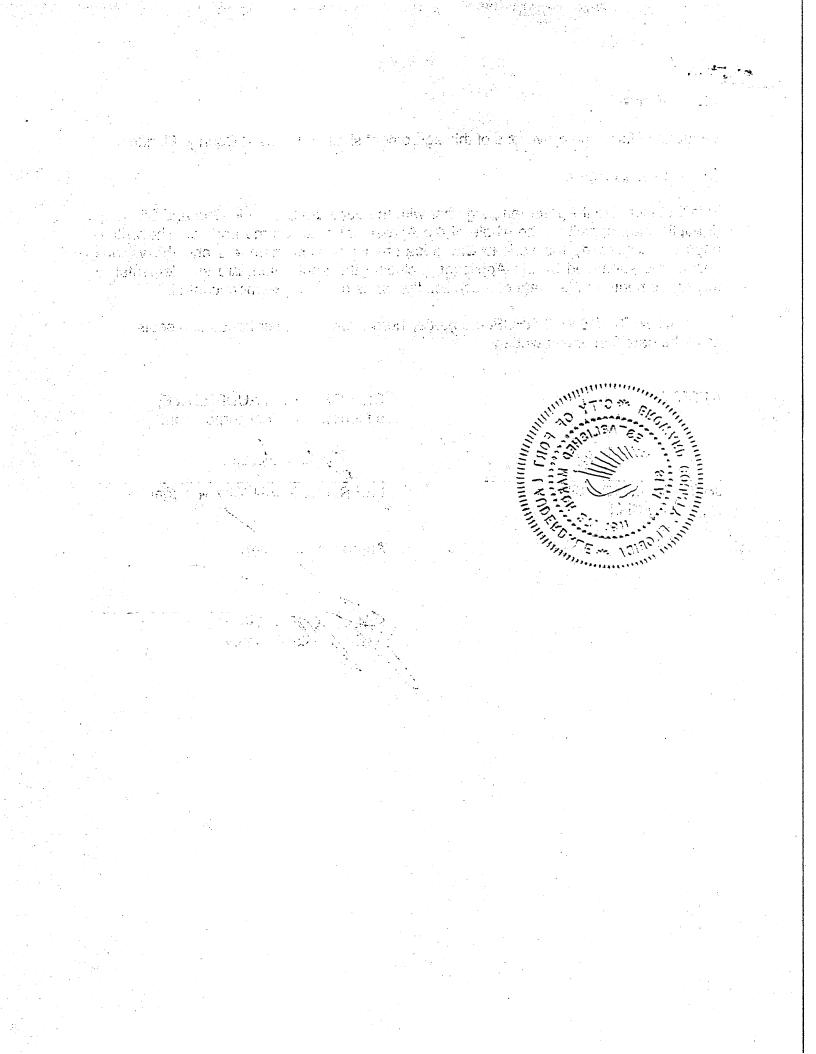
ATTEST: JEFFREY A. MODAREL City Clerk

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:

Print Name Print Name BAM BAM ENTERTAINMENT LLC, a Florida limited liability company.

Louis N Atallal [Print Name] as Managing Member

STATE OF FLORIDA: COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this $\Im O$ day of <u>September</u>, 2016, by <u>Lovis Nassif Atalph</u> as Managing Member of BAM BAM ENTERTAINMENT LLC, a Florida limited liability company, on behalf of the Who is personally known to me or I has produced company. FLDLA340534393080 as identification.

(NOTARY SEAL)

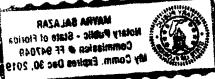
Nøtary Public, State of Florida (Signature of Notary Taking Acknowledgment)

Name of Notary Typed, Printed or Stamped

My Commission Expires: Dec. 30, 2019 Commission Number: <u>FF947049</u>

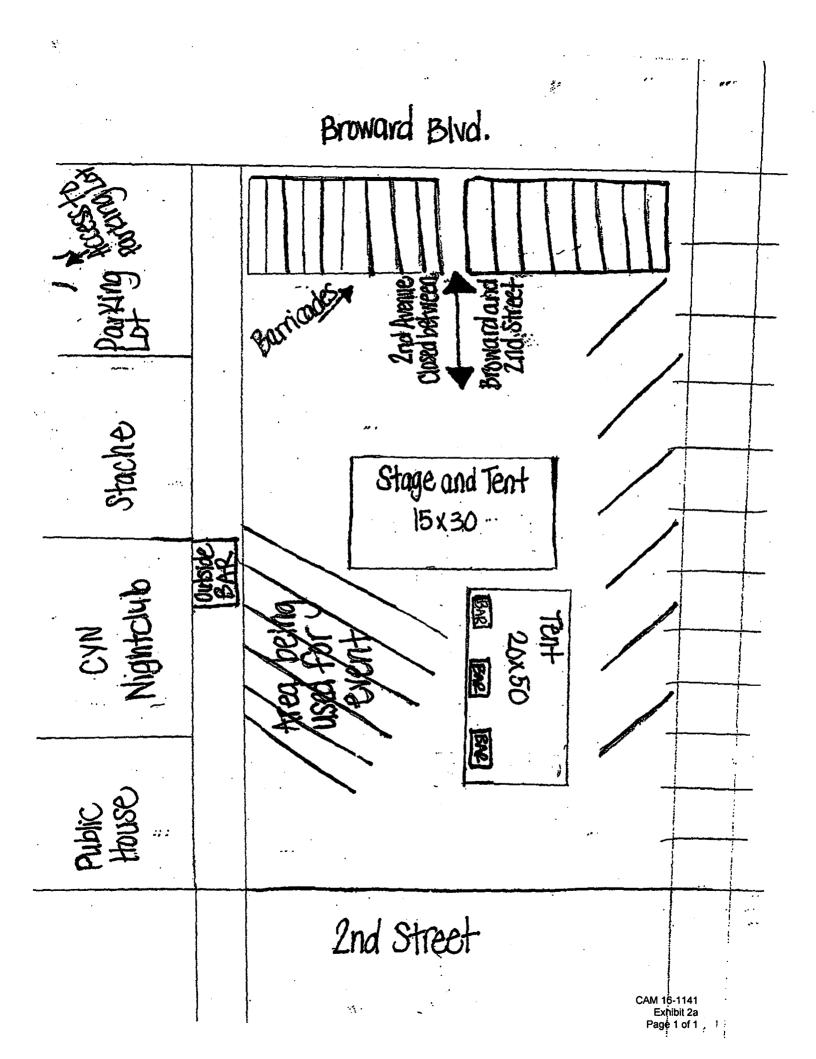






SCHEDULE ONE

1	Name of Applicant:	Bam Bam Entertainment, LLC
2	Name of Outdoor Event:	Halloween Block Party
3	Date of Setup:	Monday, October 31, 2016
4	Time of Setup:	7:00am
5	Date of Event:	Monday, October 31, 2016
6	Time of Event:	8:00pm- 2:00 am
7	Date of Breakdown:	Tuesday, November 1, 2016
8	Time of Breakdown:	-2:00am 12:00 am 11
9	Event Location:	SW 2nd Ave from Broward Blvd to SW 2nd Street
10	Road Closings:	Yes- SW 2nd Ave from Broward Blvd to SW 2nd Street
11	Alcohol:	Yes
12	Special Permission:	Amplified Music/ Extended Road Closure- Yes





Event Name

2:56PM **CITY OF FORT LAUDERDALE** N14 16 SPECIAL EVENT APPLICATION

Submit a **COMPLETED APPLICATION**, SITE PLAN and SITE PLAN NARRATIVE by email 60 days before your planned event. Events Planned for July or August must be submitted by May 1st.

After you submit the application with your fee you will be contacted to meet with the Special Events team to review:

- 1. Facility/Location requested
- 2. Compliance with City ordinances
- 3. Special permits required
- 4. Other Charges for City Services
- 5. Security requirements
- Environmental issues/effects on surrounding areas 6.

PART I: EVENT REOUEST Halloween Block

Fee must accompany application

At least 60 days prior to event \$200.00

59 to 30 days prior to event \$400.00

Less than 30 days prior to event Denied unless approved by City Manager or designee

> CAM 16-1141 Exhibit 2 Page 1 of 5

Commun Other Purpose of event (check one):
Fundraiser
Awareness
Expected maximum attendance D Recreation 10 Expected sustained attendance Expected maximum attendance Has this event been held in the past? Ves No If yes, please list past dates, locations and attendance

Detailed Description (Activities, Vendors, Entertainment, etc.)

Location SW 2nd AVE From	Broward	to Himmar	shee
Date and Time DATE DAY	BEGIN	END	Attendance
SETUP: 10-31-16 Monday	- F (AMYPM	AMYPM	
EVENT DAY 1: 10-31-1 10 Monda	AM/PM		
EVENT DAY 2:	АМ/РМ	ÁM/PM	
EVENT DAY 3:	AM/PM	AM/PM	<u> </u>
BREAKDOWN:	AM/PM	AM/PM	
*events scheduled for more than 3 days will be a	subject to special coun	cil approval	

PART II: APPLICANT

Organization Name	BAM	BAM	Entertainment, VPhone:	(954)761-8686	•
For-Profit 🛄 Non-pro	fit 🔲 🕴	Private 🗔	(as registered)	0	
		•	•		

applicant initials

Address: 111 SN 2nd AVENL	City, Sto	ate, Zip: Ft. Lauderdale, FL 3330
Date of registration: <u>11-4-11</u> State	registered In: <u>FL</u> Fe	deral ID #: 45-3753453
Email Address:		
Two Authorizing Officials for the Organizatio		
President: AVIS Atalah	·	Phone: (954) 7161-8686
Secretary:		Phone:
Event Coordinator Name INab Att		
Title: Director OF Operation Phone (C	1547-101-8686	_ cell: (954) (0101-4241
E-mail address: OFFM: CNO0 Ka.hPT	agmail.com	Eax: (954)358-0604
Additional Contact Name	~	Will you be on-site?YesNo
Title: Phone:		
E-mail address:		
Event Production Company (if other than a	applicant):N	JA
Address:	City, State	ə, Zip:
Contact Name:	Title:	
Phone: (day) (night)	Cell
E-mail address:		Fax:
PART III: EVENT INFORMATION		
All City permits must be obtained through Services Division using the Building Permit F event. Contact the DSD Building Services	orm - Apply and pay for	the permits at least 30 days before the
Admission	'es 🗹 No If yes, h	now much? \$
Alcohol For Sale If yes, how will the beverages be controlle	esNo Alcoho d and served? (Draft true	N For FreeYes <u>Yes</u> ck, bar tender, beer tub, etc.)
POFTable Bars will be S *Provide State of Florida alcohol licenses and \$	efup. 500,000 of Liquor Liability In	surance 30 days before event.
Amusement RidesY If yes, name and contact of company:	es <u>V</u> No .	•
What type of rides are you planning? *Florida Bureau of Fair Rides, Ron Jacobs (850) inspections and final approval of all vendors a	921-1530 must be contacte nd rides <u>prior</u> to use.	ed 30 days before the event to schedule
ElectricityYes	No	
rev 10/20/15 a	pplicant initials <u>LA-</u>	CAM 16-1141 Exhibit 2 Page 2 of 5

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* Events requiring electricity must be permitted, eventpower@fortlauderdale.gov License #: Company: Phone: Name of electrician: _ Yes \ No Entertainment If yes, what type of entertainment will be there? Any notable performers? Yes No Fencing or Barricades * Include proposed fences in your Site Plan & Narrative Yes VNo Fireworks & Flame Effects Name & Contact of Company conducting the show: *A permit and Fire Watch is required for all pyrotechnics displays. sefiremarshal@fortlauderdale.aov Food Vendors Yes State Health Dept. Tara Palmer at (954) 397-9366 must be notified 10 days prior to event. All Food Vendors must be inspected by the Fire Rescue Department, Capt. Bruce Strandhagen at (954) 828-5080 to ensure compliance prior to serving food. A fire extinguisher is required for each food booth. If a propane tank is used for a fuel source, it must be secured on the outside of the booth. Inspections during non-working hours cost will cost \$75 per hour. Music Yes No If yes, what music format(s) will be used? (amplified, acoustic, recorded, live, MC, DJ, etc): List the type of equipment you will use (speakers, amplifier, drums, etc): 2am Days and times music will be played: 🖄 1000 How close is the event to the nearest residence?_ Soundproofing equipment? ____Yes No Yes No Parking Impact *All Parking Spaces that are impacted by an event will be billed to the event organizer through the Transportation & Mobility Dept. and must be paid in full before the event. eventtam@fortlauderdale.aov Road Closings Yes No Which Roads ? *Closing roads requires submitting an approved Maintenance of Traffic plan to the Special Events Director for each agency affected BEFORE the Commission will vote on it. Some Forms and instructions can be found in the Special Events manual Appendix. To expedite the process you may want to select a pre-approved MOT plan. Sanitation & Waste Will the event encourage Recycling and Sustainability? Yes No *The Green Checklist in the Events Manual can help. Recycling must be provided at all City events, facilities & parks. Company Name _Contact_ Phone_ All grounds must be cleaned up immediately after completion of event or you will be subject to fees. You are responsible for securing recycling services. Yes No Who is your Police contact for officers and security planning? Security/Police applicant initials rev 10/20/15 CAM 16-1141

> Exhibit 2 Page 3 of 5

Name

Phone

*Security companies and their plans must be approved and you may still be required to hire City Police. See below.

Security Company	Contact	Phone	
Tents or Canopies Yes	No		
	(20×50 and 15	~2A)	
Quantity and size of each?	. (20x 30 and 19	<u>^,</u>	1.
Company Name ACC, Part	Rentg contact Blar	Phone 9,54	1749-8966
A detailed she right showing the lock	mons and size of each campy of len	i siedolieu. A bennili and iliti	annspection
is required if there are multiple canop	ies, if they are going to be used for co	oking or if there are Tents (with	ih walls) <u>.</u>
ToiletsYesY	10		* * .
	hours. Portable Toilets are regulated t		ire a copy of 🕥
your contract or invoice to be faxed	to (954) 467-4898 to ensure complianc	e with minimum standards.	

Transportation Plan ___Yes V_No

Any events larger than 5,000 people must have an approved Transportation Plan. eventtam@fortlauderdale.gov

Part IV: SECURITY AND EMERGENCY SERVICES

Your Event may require Security and Emergency Services which will be determined using this application, your Site Plan and Narrative, MOT, transportation plan and any additional information requested during your Special Events meeting. The hourly rate and costs for services will be quoted on the "Cost Estimate" worksheet developed at the meeting and provided to the organizer. The cost may change after the meeting.

If Fire Rescue or Police staff are scheduled for the event then a minimum of four (4) hours for each Fire Rescue staff and a minimum of three (3) hours for each Police staff will be charged. Fire Rescue also charges 45 minutes to set up and 45 minutes to break down for each event. If the event is canceled then an event representative must call each department at least 24 hours before the event is expected to begin or the organization will be charged.

Fire Prevention and Emergency Medical Services

Fire Rescue may need to inspect your event or provide services based on your Building Permit, expected attendance and other risk factors such as alcohol, time, day, location, event type or weather. When you complete your Building Permit Form with Department of Sustainable Development (DSD) indicate all the permits and inspections you need and immediately pay DSD directly. All other payments for services will be invoiced to the event coordinator and must be paid within thirty (30) days. For questions call the Fire Marshal at (954) 828-6370.

On-site Contact Name	Phone_
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Police

Your event may require security services based on expected attendance and other risk factors such as alcohol, time, day, location, event type or weather. Depending on your event it may be possible to supplement some of the City Police services with a private third-party security company <u>if</u> their security plan is approved by the City Police department. If you want to use a private security company, their proposed security plan must be presented along with their business license and contact information with this event application. The Police will review the plan and inform you if it meets City requirements.

If a Fort Lauderdale Police vehicle is required then a Hold-Harmless Agreement must be signed and Liability coverage of a minimum of one million dollars (\$1,000,000) must be provided.

applicant initials

PART V: APPLICANT'S ACCEPTANCE

The information I have provided on this application is true and complete to the best of my knowledge.

If I have not submitted my application with the necessary plans, within the deadline and according to the rules outlined in the Special Events Manual it may be denied.

Before receiving final approval from the City Commission, I understand that I (and the production company, if applicable) must furnish an original certificate of General Liability insurance naming the City of Fort Lauderdale as additionally insured in the amount of at least one million dollars (\$1,000,000) or greater as deemed satisfactory by the City Risk Manager, and an original certificate of liquor liability insurance in the amount of five hundred thousand dollars (\$500,000) if alcohol is being served. Other liability insurance and fees may also be required up to thirty (30) days in advance of the event.

I understand that City of Fort Lauderdale Parks and Recreation sponsored activities have precedence over the event requested above and I will be notified if any conflicts arise.

I understand that the City of Fort Lauderdale Police department will determine all security requirements and that the City of Fort Lauderdale Fire Rescue department will determine all fire and Emergency Medical Services requirements.

I understand that any cancelations for City scheduled services must be made by phone to each department representative at least 24 hours before the scheduled event time or the organizer will be liable for any associated fees.

I understand that I may be required to provide a deposit based on historical performance or lack thereof.

I understand that the City has a noise ordinance that my event must follow. I agree to abide by all provisions of the noise control ordinance and understand that my failure to do so may result in a civil citation, a physical arrest, or the shutting down of the event. If at any time during the event it is determined by law enforcement personnel, code enforcement personnel, parks and recreation personnel, or any other city representative that the entertainment or music is causing a noise disturbance. I will be directed to lower the volume to an acceptable level as determined by City staff. If a second noise disturbance arises during the event, I may be directed to shut down the music or entertainment for the remainder of the event.

event coordinators signature

date

PART VI: SUBMISSION

Email application and plans 60 days before your planned event to: specialevents@icrtlauderdale.gov

Include theses plans with application for:

- 1. ALL events Event Site Plan & Narrative show stages, restrooms, fencing, tents etc.
- 2. Closed Roads Maintenance of Traffic Plan show barricades, directions, cones, etc.
- 3. 5000+ people Transportation Plan show transportation options for attendees.
- 4. Security needs Security Plan detail how event coordinator will manage security.

<u>Mail</u> application fee (payable to **City of Fort Lauderdale**) to: Jeff Meehan, Special Events Coordinator 1350 W. Broward Boulevard Fort Lauderdale, FL 33312

Questions ? (954) 828-6075

applicant initials TA