

IN THE CIRCUIT COURT OF THE  
SEVENTEENTH JUDICIAL CIRCUIT IN  
AND FOR BROWARD COUNTY, FLORIDA

CIRCUIT CIVIL DIVISION

CASE NO. CACE19008041

FXE FUTBOL, LLC,  
a Florida limited liability company,

Plaintiff,

v.

CITY OF FORT LAUDERDALE, a  
Florida Municipal Corporation,

and

MIAMI BECKHAM UNITED, LLC,  
a Delaware limited liability company,

Defendants.

---

**DEFENDANT, CITY OF FORT LAUDERDALE'S  
RESPONSE IN OPPOSITION TO PLAINTIFF'S  
EMERGENCY MOTION FOR TEMPORARY INJUNCTION**

Defendant, CITY OF FORT LAUDERDALE, a Florida Municipal Corporation, (the "City"), by and through its undersigned counsel, and pursuant to Fla. R. Civ. P. 1.610 (2018), hereby responds in opposition to Plaintiff's Emergency Motion for Temporary Injunction, as follows:

**INTRODUCTION**

On January 28, 2019, the City received an unsolicited proposal from Miami Beckham United, LLC ("Inter Miami") pursuant to § 255.065, Florida Statutes (the "Statute"), to design, construct, occupy and maintain property owned by the City and located at Fort Lauderdale

Executive Airport, commonly known as Lockhart and Fort Lauderdale Stadiums (the "Property"). Pursuant to the Statute, the City Commission adopted Resolution No. 19-25 on February 5, 2019 a copy of which is attached hereto as Exhibit "A" and incorporated herein by reference. In accordance with the Resolution, notice was published in the Florida Administrative Register and the Sun-Sentinel once a week for two weeks advising that the City would accept other proposals for the same project as proposed by Inter Miami.

Plaintiff timely submitted its proposal to the City. On March 19, 2019, at its Commission Conference Meeting, the City Commission heard presentations from Plaintiff and Inter Miami on their respective proposals, received comments from the public, and thereafter voted unanimously to rank Inter Miami as its preferred and first ranked proposal. At no time during that meeting did anyone discuss the presence of asbestos on the Property or object to the selection process. The official minutes of that meeting are attached hereto as Exhibit "B" and incorporated herein by reference.

On April 2, 2019 at a regular Commission meeting, the City Commission unanimously approved an Interim Agreement with Inter Miami pursuant to the Statute, a copy of which is attached to Plaintiff's Emergency Motion for Temporary Injunction. Plaintiff has filed an Emergency Complaint and Petition containing three (3) counts against the City seeking a writ of mandamus and declaratory and injunctive relief. On April 25, 2019, Plaintiff filed an Emergency Motion for Temporary Injunction to enjoin the City from demolishing the Property until all claims in this action are adjudicated. The City now timely files this response to the Motion in anticipation of the hearing on this matter.

## ANALYSIS

“[T]he issuance of a preliminary injunction is an extraordinary remedy which should be granted sparingly, [and] which must be based upon a showing of the following criteria: (1) the likelihood of irreparable harm; (2) the unavailability of an adequate remedy at law; (3) substantial likelihood of success on the merits; and (4) consideration of public interest.” Hadi v. Liberty Behavioral Health Corp., 927 So. 2d 34, 38 (Fla. 1st DCA 2006); see further Charlotte County v. Grant Medical Transportation, Inc., 68 So. 3d 920, 922 (Fla. 2nd DCA 2011); Shands At Lake Shore, Inc. v. Ferrero, 898 So. 2d 1037, 1038-39 (Fla. 1st DCA 2005). Prior to issuing a temporary injunction, a trial court must be certain that the petition or other pleadings demonstrate a prima facie, clear legal right to the relief requested. Id. “Clear, definite and unequivocally sufficient factual findings must support each of the four conclusions necessary to justify entry of a preliminary injunction.” City of Jacksonville v. Naegele Outdoor Advertising Co., 634 So. 2d 750 (Fla. 1st DCA 1994) (reversing the trial court’s order granting a temporary injunction enjoining the City from enforcement of certain City ordinances and charter provisions).

Fundamental to a discussion of the issues raised in this matter is § 255.065, Florida Statutes (hereinafter “the Statute”). The Statute was enacted in 2013 (Chapter 2013-223, Law of Florida), because the Legislature found there to be “public need for the construction or upgrade of facilities that are predominantly for public purposes.” § 255.065(2), Fla. Stat. Through the Statute, the Legislature created a mechanism or alternate method, separate and apart from standard public procurement practices, to allow for a “responsible public entity”, such as the City, to receive solicited or unsolicited proposals from private entities to construct or upgrade facilities predominantly for public purpose, known as “qualifying projects”. §255.065, Fla. Stat.

“Qualifying projects” include recreational facilities and sporting or cultural facilities that are or will be used by the public at large or in support of an accepted public purpose or activity. § 255.065(1)(i), Fla. Stat.

Under the Statute there are procedures that must be followed related to receipt and the ranking of an unsolicited proposal before a comprehensive agreement may be entered into by the parties. § 255.065(3),(4),(5), Fla. Stat. Most notably, the statute provides that once proposals have been received, and after the public notification period has expired, “the responsible public entity shall rank the proposals received in the order of *preference*.” § 255.065(5)(c), Fla. Stat. (emphasis added). Unlike a “solicited proposal” there is no mandatory criteria that must be met in order for the governmental entity to establish and act upon its “preference” of proposals.

After the receipt and ranking process is completed to the satisfaction of the responsible public entity, the public entity may enter into a comprehensive agreement with the proposer. While going through the process, before or in connection with the negotiation of the comprehensive agreement, the responsible public entity may enter into an interim agreement with the private entity proposing the development or operation of the qualifying project.

Specifically, the statute provides:

(6) INTERIM AGREEMENT.—Before or in connection with the negotiation of a comprehensive agreement, the responsible public entity may enter into an interim agreement with the private entity proposing the development or operation of the qualifying project. An interim agreement does not obligate the responsible public entity to enter into a comprehensive agreement. The interim agreement is discretionary with the parties and is not required on a qualifying project for which the parties may proceed directly to a comprehensive agreement without the need for an interim agreement. An interim agreement must be limited to provisions that:

(a) Authorize the private entity to commence activities for which it may be compensated related to the proposed qualifying

project, including, but not limited to, project planning and development, design, environmental analysis and mitigation, survey, other activities concerning any part of the proposed qualifying project, and ascertaining the availability of financing for the proposed facility or facilities.

(b) Establish the process and timing of the negotiation of the comprehensive agreement.

(c) *Contain such other provisions related to an aspect of the development or operation of a qualifying project that the responsible public entity and the private entity deem appropriate.*

§ 255.065(6), Fla. Stat. (emphasis added).

**I. PLAINTIFF HAS FAILED TO AND CANNOT PROVIDE SUFFICIENT FACTS TO CONCLUDE THAT THERE WILL BE A LIKELIHOOD OF IRREPARABLE HARM; PLAINTIFF HAS FURTHER FAILED TO DEMONSTRATE THE UNAVAILABILITY OF ADEQUATE REMEDIES AT LAW**

Plaintiff’s Motion concludes that “there is no possible argument that Plaintiff will not suffer irreparable harm,” yet Plaintiff’s Motion fails to demonstrate any irreparable harm. An “application for temporary injunction is insufficient... [i]f it fails to set forth clearly, definitely and unequivocally sufficient factual allegations to support... [the] conclusion of ‘irreparable damage’ necessary to warrant intervention of a court of equity.” Naegele Outdoor Advertising Co., 634 So. 2d at 754.

Irreparable injury is “injury of such a nature that it cannot be redressed in a court of law, the facts constituting such injury must be set up so clearly that the court may determine the extent of the possible injury and grant relief by injunction if justified.” Egan v. The City of Miami, 130 Fla. 465 (1938) (finding that a temporary injunction was not proper where plaintiffs demonstrated that a new City ordinance regulating tourist camps, tent cities, and trailer camps imposed a heavy burden on them to come into compliance but did not show irreparable loss and they had an adequate remedy at law). In summation, irreparable harm can be shown by

demonstrating either that the injury cannot be redressed in a court of law or that there is no adequate legal remedy. See K.G. Mother of N.G., Minor Child v. Florida Department of Children and Families, 66 So. 3d 366, 368 (Fla. 1st DCA 2011).

Here, neither the allegations of Plaintiff's Complaint nor its Emergency Motion for Temporary Injunction (hereinafter the "Motion") demonstrate irreparable harm. Plaintiff has failed to allege any ultimate facts to inform the City or this Court how it is irreparably harmed by the City's decision to enter into the Interim Agreement. Plaintiff is not seeking nor is it entitled to require the City to enter into a Comprehensive Agreement with it pursuant to the Statute. In fact, § 255.065 neither creates nor confers upon Plaintiff any legal rights or interests in not only the Property but also in regard to any future project with the City. Notably, Plaintiff's Motion states that "[o]nce historic Lockhart Stadium is demolished, Plaintiff's competing bid is moot and there will be no remedy." However, Plaintiff's proposal is already moot and was unanimously rejected by the City. Pursuant to § 255.065 the City is not required to engage in any negotiations with Plaintiff if the City does not ultimately enter into a comprehensive agreement with Inter Miami. The City has unequivocally expressed its desire that Lockhart Stadium, the City's own property, be demolished based upon the unanimous passage of the Interim Agreement, which not only permits, but anticipates demolition. Furthermore, Counts IV and V of the Complaint seek damages against Inter Miami based upon the same facts alleged against the City, clearly demonstrating that Plaintiff has an adequate remedy at law.

As Plaintiff has failed to demonstrate that it will suffer any irreparable injury that cannot be addressed in a court of law and failed to demonstrate that there is no adequate legal remedy, Plaintiff's Motion must therefore be denied.

## **II. PLAINTIFF FAILED TO DEMONSTRATE THAT THERE IS A SUBSTANTIAL LIKELIHOOD OF SUCCESS ON THE MERITS**

It must appear that the petition has a substantial likelihood of success on the merits. See Naegele Outdoor Advertising Co., 634 So. 2d at 754. “A substantial likelihood of success on the merits is shown if good reasons for anticipating that result are demonstrated. It is not enough that a merely colorable claim is advanced.” Id.

Plaintiff claims it has a likelihood of prevailing on the merits because it alleges that the City failed to fully comply with the requirements of § 255.065, Florida Statutes; that the Interim Agreement contains provisions beyond those allowed by the Statute; and that Inter Miami’s false statements made a fair review of the proposals impossible.

### **FAILURE TO COMPLY WITH THE STATUTE**

Contrary to Plaintiff’s torturous construction of the Statute, the City fully complied with the requirements thereof. The City clearly treated both proposers equally throughout the process, by providing them the same amount of time to make their presentations and the ability to respond to the same questions posed by City Commissioners. Nothing in the Statute requires the independent analysis that Plaintiff rests its argument upon to be conducted prior to the ranking of competing proposals. To the contrary, the Statute provides that such a professional review “shall” continue “through completion of the design and construction of the project.” Plaintiff has failed to allege any ultimate facts that would show that it would have been ranked number one by the City Commission if an independent analysis had been conducted. Furthermore, at no time during the process did Plaintiff raise the issue of noncompliance, so that it has now waived its right to do so.

Count I of the Complaint seeks the entry of a writ of mandamus against the City. “A party petitioning for a writ of mandamus must establish a clear legal right to performance of the

act requested, an indisputable legal duty, and no adequate remedy at law.” Radford v. Brock, 914 So.2d 1066, 1067 (Fla. 3d DCA 2005) (quoting Smith v. State, 696 So.2d 814, 815 (Fla. 2d DCA 1997)). “When a trial court receives a petition for writ of mandamus, its initial task is assessing the petition to determine whether it is facially sufficient. If it is not facially sufficient, the court may dismiss the petition.” Id. at 1067-68 (quoting Davis v. State, 861 So.2d 1214, 1215 (Fla. 2d DCA 2003)). In City of Bradenton v. Johnson, 989 So.2d 25, 26-27 (Fla. 2d DCA 2008), the Court held:

As the City argues, mandamus is a common law remedy to enforce an established legal right by compelling a public officer or agency to perform a legally required ministerial duty. Smith v. State, 696 So.2d 814, 815 (Fla. 2d DCA 1997); Plymel v. Moore, 770 So.2d 242 (Fla. 1st DCA 2000). Mandamus may only be employed to enforce a right by compelling performance of a duty, but not to litigate an entitlement to a right. Butler v. City of Melbourne Police Dep’t, 812 So.2d 547, 548 (Fla. 5th DCA 2002). [W]e agree with the City that Johnson should not have sought relief via mandamus. See Florida League of Cities v. Smith, 607 So.2d 397 (Fla. 1992).

Plaintiff has no established right to require the City to enter into a Comprehensive Agreement pursuant to the Statute. The City has the right to reject any and all proposals received pursuant to the Statute. Fla. Stat. § 255.065(5)(c) (“Notwithstanding this paragraph, the responsible public entity may reject all proposals at any point in the process until a contract with the proposer is executed.”) Plaintiff is not seeking the performance of a legally required ministerial duty. Rather, it is seeking an order requiring the City NOT to perform any ministerial duty, but it is seeking to prevent the City from entering into and enforcing the provisions of a valid Interim Agreement. Mandamus does not lie under the facts of this case, so that Plaintiff has no likelihood of success on the merits of that claim.



## THE CONTENTS OF THE INTERIM AGREEMENT

Plaintiff next argues that the terms of the Interim Agreement exceed those permitted by the Statute. Plaintiff cannot prevail on that claim either. The Statute, as quoted by Plaintiff specifically provides with respect to the Interim Agreement:

Contain such other provisions related to an aspect of the development or operation of a qualifying project that the responsible public entity and the private entity deem appropriate.

Fla. Stat. § 255.065(6)(c).

In light of the Legislature's declaration that the Statute is to be liberally construed to effectuate its purposes in subsection (14)(a), the parties are free to include any other provisions in the Interim Agreement that they consider appropriate to further the objectives of the project.

Plaintiff's interpretation of the terms "develop" and "modify" cannot be sustained based upon the Statute's express language. More specifically, "develop" is defined as "to plan, design, finance, lease, acquire, install, construct, or expand." § 255.065(1)(b), Fla. Stat. Had the Legislature intended that the definitions of those terms include the term "demolish," or any other terms regarding site preparation, including for structures which will not be part of the qualified project, it would have provided it in the Statute. "It is a fundamental principle of statutory construction that where the language of a statute is plain and unambiguous there is no occasion for judicial interpretation." Forsythe v. Longboat Key Beach Erosion Control Dist., 604 So.2d 452, 454(Fla. 1992). See also Tropical Coach Line, Inc. v. Carter, 121 So.2d 779, 782 (Fla. 1960) ("If the language of the statute is clear and unequivocal, then the legislative intent must be derived from the words used without involving incidental rules of construction or engaging in speculation as to what the judges might think that the legislators intended or should have

intended.”). Because the Statute is clear and unambiguous, the Court should refrain from adding words that are not provided therein.

Plaintiff’s argument that allowing demolition in an Interim Agreement would permit the parties to avoid the entry of a Comprehensive Agreement is similarly without basis, as the Statute clearly requires the entry of a Comprehensive Agreement before developing or operating the qualifying project. Plaintiff’s alleged concern about performance bonds and insurance has been addressed in Section 8 of the Interim Agreement, so that the City is protected in the event of casualty. The Interim Agreement complies with the requirements of the Statute, so that Plaintiff is likewise unlikely to prevail on this claim.

#### **INTER MIAMI’S FALSE STATEMENTS MADE A FAIR EVALUATION IMPOSSIBLE**

Lastly, Plaintiff claims that Inter Miami’s false statements regarding asbestos on the property made it impossible for the City to conduct a fair evaluation of the proposals. That claim is unsupportable for two reasons: (1) there *is* asbestos on the Property which must be removed as required by law; and (2) those statements, if made, were made *after* the City Commission evaluated and ranked the bids at the Commission Conference Meeting on March 19, 2019, so that those statements could not have unduly influenced the Commission’s evaluation. Paragraph 14 of the Complaint alleges that the subject statements were made at the April 2 City Commission Meeting, when the Commission was considering entering into the Interim Agreement. The Motion also alleges that the statements regarding the existence of asbestos were made at the April 2 Commission Meeting. The Minutes of the March 19 Commission Conference Meeting clearly reflect that no mention of the existence of asbestos was made by any participant at that meeting. Because those statements were not made during the evaluation

process, and as with its other claims, Plaintiff has no likelihood of prevailing on this claim, so that its Motion must be denied.

Although not addressed in the Motion, Plaintiff's Complaint alleges that the City violated Section 8.09 of its Charter. That Section provides in pertinent part as follows:

Section 8.09. – Leases from more than one year and not more than fifty years.

City is hereby empowered to lease or concession to private persons, firms or corporations, for nonpublic purposes, any lands, improvements, public buildings, recreational parks or facilities, golf courses, public beaches, public utility plants, or any public works or public property of any kind including air space over public property owned or operated by the City of Fort Lauderdale, and not needed for governmental purposes, whether used in a governmental or in a proprietary capacity, for a period of not more than fifty (50) years, plus such length of time, not to exceed five (5) years, determined by the city commission to be reasonably necessary to complete construction of the improvements proposed for the demised premises by such persons, firms or corporations. Each lease shall be authorized only after public hearing, under authority of a resolution duly adopted at a meeting duly held at a designated adjourned meeting, under the following conditions, to-wit:

The clear intent of that provision is to permit the City to lease public land for a private purpose; provided it follows the procedures set forth therein, but that Section does not contemplate the use of City-owned property for a public purpose. Moreover, Inter Miami's qualified project does not include any "leasing" of the Property or any of its improvements. The proposal submitted by Inter Miami and unanimously ranked number one by the City Commission is for a public purpose and does not include a "lease," so that Section 8.09 is not implicated. Therefore, Plaintiff will not ultimately succeed on this claim, either.

### III. PLAINTIFF FAILED TO DEMONSTRATE THAT A TEMPORARY INJUNCTION WILL BE WITHIN THE CONSIDERATION OF PUBLIC INTEREST

As with Plaintiff's other claims, all of which are unsupported by any ultimate facts, it has failed to allege any facts to support its argument that the issuance of an injunction will serve the public interest. As previously discussed, the Interim Agreement does not violate the provisions of the Statute. Plaintiff's claim that the public interest is served by a robust and competitive bidding process once again ignores the plain facts that asbestos does exist on the Property and that the statements, if made, were admittedly made after the Commission rejected its proposal and ranked Inter Miami's number one. As such, those alleged statements did not form the basis of the Commission's decision. The City Commission properly ranked Inter Miami as its number one project in a process that Plaintiff participated in without objection and which was eminently fair to both proposers. The public interest is best served by allowing the City to proceed in accordance with the provisions of the Interim Agreement and to continue to negotiate the Comprehensive Agreement with Inter Miami.

Furthermore, while Lockhart Stadium is admittedly old, it has never been designated a place of historic significance by any governmental entity or historical society. The stadium has been in a state of disrepair for several years and is not capable of hosting any public events. The public interest is better served by its demolition and the construction of a new facility which will serve the residents and guests of the City. The City has expressed its clear and unequivocal desire to have Lockhart Stadium demolished based upon its unanimous approval of the Interim Agreement, which expressly provides for and permits demolition.

"A temporary injunction is properly entered *only* in a certain well-defined circumstance." Naegele Outdoor Advertising Co., 634 So. 2d at 752 (Emphasis added). Here, Plaintiff has

patently failed to define any circumstances appropriate for a temporary injunction and has failed to satisfy any of the elements necessary for the issuance of a temporary injunction. As such, Plaintiff's Motion should be denied.

### **CONCLUSION**

WHEREFORE, based upon the foregoing points and authorities, Defendant, CITY OF FORT LAUDERDALE, respectfully requests that the Court deny Plaintiff's Emergency Motion for Temporary Injunction.

Respectfully Submitted,

/s/ Edward A. Dion

EDWARD A. DION  
Florida Bar No. 267732  
Nabors, Giblin & Nickerson, P.A.  
110 E. Broward Boulevard, Suite 1700  
Fort Lauderdale, Florida 33301  
Telephone: (954) 315-3852  
Email Address: edion@ngnlaw.com

GREGORY T. STEWART  
Florida Bar No. 203718  
KERRY A. PARSONS  
Florida Bar No. 91919  
Nabors, Giblin & Nickerson, P.A.  
1500 Mahan Drive, Suite 200  
Tallahassee, Florida 32308  
(850) 224-4070  
(850) 224-4073 (Facsimile)  
Email: gstewart@ngnlaw.com  
kparsons@ngnlaw.com  
[legal-admin@ngnlaw.com](mailto:legal-admin@ngnlaw.com)

/s/ Alain E. Boileau

ALAIN E. BOILEAU  
Florida Bar No. 0148598  
CITY ATTORNEY  
CITY OF FORT LAUDERDALE  
100 North Andrews Avenue  
Fort Lauderdale, Florida 33301  
(954) 828-5938  
(954) 828-5915(Facsimile)  
E-mail: aboileau@fortlauderdale.gov  
jtorres@fortlauderdale.gov  
ltotten@fortlauderdale.gov

**COUNSEL FOR DEFENDANT  
CITY OF FORT LAUDERDALE**

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that a true and correct copy of the foregoing was furnished by Electronic Mail via the Florida Courts E-Filing Portal, as authorized by Fla. R. Jud. Admin.

2.516, on this 29<sup>th</sup> day of April, 2019, to:

David J. Winker, Esq., B.C.S.  
David J. Winker, PA  
2222 SW 17th Street  
Miami, FL 33145  
dwinker@dwrlc.com  
**Attorney for Plaintiff**

John K. Shubin, Esq.  
Ian E. DeMello, Esq.  
Mark E. Grafton, Esq.  
Shubin & Bass, P.A.  
46 S.W. First Street  
Third Floor  
Miami, FL 33130  
jshubin@shubinbass.com  
idemello@shubinbass.com  
mgrafton@shubinbass.com  
eservice@shubinbass.com  
**Attorneys for Defendant**  
**Miami Beckham United LLC**

/s/Kerry A. Parsons  
KERRY A. PARSONS

IN THE CIRCUIT COURT OF THE  
SEVENTEENTH JUDICIAL CIRCUIT IN  
AND FOR BROWARD COUNTY, FLORIDA

CIRCUIT CIVIL DIVISION

CASE NO. CACE19008041

FXE FUTBOL, LLC,  
a Florida limited liability company,

Plaintiff,

v.

CITY OF FORT LAUDERDALE, a  
Florida Municipal Corporation,

and

MIAMI BECKHAM UNITED, LLC,  
a Delaware limited liability company,

Defendants.

---

**Exhibit “A”**  
**City of Ft. Lauderdale Resolution 19-25**



RESOLUTION NO. 19-25

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT LAUDERDALE, FLORIDA, PROVIDING NOTICE OF INTENT TO ENTER INTO A COMPREHENSIVE AGREEMENT FOR A QUALIFYING PROJECT SUBMITTED AS AN UNSOLICITED PROPOSAL BY MIAMI BECKHAM UNITED LLC ("INTER MIAMI"), FOR PARCELS 19B, 25, 26, AND 27 AT THE FORT LAUDERDALE EXECUTIVE AIRPORT, COMMONLY KNOWN AS THE SITE OF LOCKHART AND FORT LAUDERDALE STADIUMS, PURSUANT TO SECTION 255.065, FLORIDA STATUTES, AND NOTICE OF INTENT TO ACCEPT OTHER PROPOSALS FOR THE SAME QUALIFIED PROJECT, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Fort Lauderdale is the owner of Parcels 19B, 25, 26, and 27 at the Fort Lauderdale Executive Airport in the City of Fort Lauderdale, Florida, commonly known as the site of Lockhart and Fort Lauderdale Stadiums (the "Property");

WHEREAS, on January 28, 2019, the City of Fort Lauderdale received an unsolicited proposal from Miami Beckham United LLC (Inter Miami) pursuant to Section 255.065, Florida Statutes, to design, construct, occupy, and maintain the Property for a Major League Soccer (MLS) Training Facility; and

WHEREAS, Miami Beckham United LLC (Inter Miami) has submitted the required application fee of \$25,000.00 in accordance with Resolution No. 13-187; and

WHEREAS, the City of Fort Lauderdale intends to enter into a comprehensive agreement with Miami Beckham United LLC (Inter Miami) for the project proposed in its unsolicited proposal;

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 finds that the unsolicited proposal submitted serves a public purpose as recreational, sporting, and cultural facilities which will be used by the public at large or in support of an accepted public purpose or activity, and, as proposed, constitutes a qualifying project pursuant to Section 255.065, Florida Statutes.

SECTION 2. That the City Commission of the City of Fort Lauderdale, pursuant to Section 255.065, Florida Statutes, hereby declares its intent to enter into a comprehensive agreement with Miami Beckham United LLC (Inter Miami) for the project described in the unsolicited proposal.

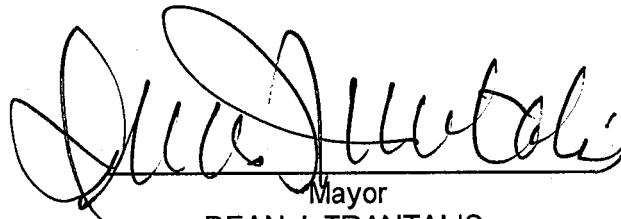
SECTION 3. That the City of Fort Lauderdale will accept other proposals for the same project in accordance with Section 255.065, Florida Statutes, for a period of twenty-one days after the initial date of publication.

SECTION 4. That the City Clerk shall cause a notice, in substantially the following form, to be published in the Florida Administrative Register and a newspaper of general circulation once a week for two weeks, and mailed to each local government in the affected area:

PLEASE TAKE NOTICE that the City of Fort Lauderdale, Florida, has received an unsolicited proposal from Miami Beckham United LLC (Inter Miami) pursuant to Section 255.065, Florida Statutes, to design, construct, occupy, and maintain a Major League Soccer (MLS) Training Facility on Parcels 19B, 25, 26, and 27 at the Fort Lauderdale Executive Airport. The City of Fort Lauderdale will accept other proposals for the same project on or before the twenty-first day after [*first date published*]. Other proposals for the same project must be received in writing in the City of Fort Lauderdale City Manager's Office, 100 North Andrews Avenue, Fort Lauderdale, Florida, 33301, before 5:00 p.m. on [*due date*].

SECTION 5. That this Resolution shall be in full force and effect immediately upon and after its passage.

ADOPTED this the 5th day of February, 2019.

  
\_\_\_\_\_  
Mayor  
DEAN J. TRANTALIS

ATTEST:



\_\_\_\_\_  
City Clerk  
JEFFREY A. MODARELLI

IN THE CIRCUIT COURT OF THE  
SEVENTEENTH JUDICIAL CIRCUIT IN  
AND FOR BROWARD COUNTY, FLORIDA

CIRCUIT CIVIL DIVISION

CASE NO. CACE19008041

FXE FUTBOL, LLC,  
a Florida limited liability company,

Plaintiff,

v.

CITY OF FORT LAUDERDALE, a  
Florida Municipal Corporation,

and

MIAMI BECKHAM UNITED, LLC,  
a Delaware limited liability company,

Defendants.

---

**Exhibit "B"**  
**City of Ft. Lauderdale Commission Conference Meeting**  
**Minutes March 19, 2019**

# City of Fort Lauderdale

*City Hall  
100 North Andrews Avenue  
Fort Lauderdale, FL 33301  
www.fortlauderdale.gov*



## Meeting Minutes

**Tuesday, March 19, 2019**

**1:30 PM**

**City Commission Conference Room**

### **City Commission Conference Meeting**

***FORT LAUDERDALE CITY COMMISSION***

***DEAN J. TRANTALIS Mayor - Commissioner  
BEN SORENSEN Vice Mayor - Commissioner - District IV  
HEATHER MORAITIS Commissioner - District I  
STEVEN GLASSMAN Commissioner - District II  
ROBERT L. McKINZIE Commissioner - District III***

***CHRISTOPHER LAGERBLOOM, City Manager  
JOHN HERBST, City Auditor  
JEFFREY A. MODARELLI, City Clerk  
ALAIN E. BOILEAU, City Attorney***

## CALL TO ORDER

Mayor Trantalis called the Conference Meeting to order at 1:38 p.m.

## ROLL CALL

**Present:** Commissioner Heather Moraitis, Commissioner Steven Glassman, Commissioner Robert L. McKinzie, Vice Mayor Ben Sorensen and Mayor Dean J. Trantalis

## QUORUM ESTABLISHED

**Also Present:** City Manager Chris Lagerbloom, City Clerk Jeffrey A. Modarelli, City Attorney Alain E. Boileau, City Auditor John Herbst and Sergeant at Arms Heather Lee

## CITY COMMISSION REPORTS

### ***Members of the Commission announced recent and upcoming events and matters of interest.***

Commissioner Glassman confirmed the upcoming Breakers Avenue Neighborhood Workshop at 5:00 p.m. on Wednesday March 6, 2019. It will be held at 600 Breakers Avenue. He also announced the upcoming Central Beach Alliance Meeting on Thursday, March 21, 2019. Commissioner Glassman said the inadequate lighting along Las Olas Boulevard and in the beach area due to Florida Power and Light (FPL) street light outages was unacceptable. Further comment and discussion ensued. City Manager Chris Lagerbloom commented that electrical utilities undergrounded along the beach areas are impacted by rain conditions. Commissioner Glassman requested an update regarding creating an Ordinance raising the age for purchasing tobacco products to 21 years-of-age and Commission support of State legislative action for a smoking ban on the beach.

Vice Mayor Sorensen said that prior to the Tortuga Music Festival, there would be a walk-through with community members and event promoters to identify any potential concerns. He confirmed additional information would be forthcoming. Vice Mayor Sorensen congratulated the Stranahan High School Dragons Boys Basketball Team State Champions. He acknowledged the Fort Lauderdale High School Soccer Team's participation in State Finals. Commissioner McKinzie recognized the Westminster Academy Boys Basketball Team and Dillard High School Girls Basketball Team's participation in State

Championships. The Commission will celebrate and recognize all of these schools at the May 7, 2019 Commission Regular Meeting. Vice Mayor Sorensen invited the Commission to attend the Mission United's Quilts of Valor Event honoring 50 returning combat deployed veterans on Thursday, March 21, 2019. The event would be held at the Pompano Beach Cultural Center, stating that he would email each Commission member detailed information. Mayor Trantalis noted that he and City Manager Lagerbloom would visit the Tallahassee State Legislature on Thursday, March 21, 2019 to address pending legislation.

19-0291

Communications to the City Commission

**Historic Preservation Board (HPB)**

**March 4, 2019**

***A copy of this HPB communication to the Commission is attached to these minutes.***

In response to Mayor Trantalis' question regarding the location discussed in the HPB communication, City Manager Chris Lagerbloom confirmed the location as the Park. City Manager Lagerbloom confirmed that following receipt of the HPB communication, an architectural assessment was done and satisfied the concerns raised. Construction is back on schedule.

**Parks, Recreation and Beaches Board (PRBB)**

**Wednesday February 27, 2019**

***A copy of this PRBB communication to the Commission is attached to these minutes.***

Mayor Trantalis recommended Commission discussion and review of the PRBB request. He commented on the qualifications of board appointees overseeing bond expenditures, recommending a review.

**Audit Advisory Board (AAB)**

**Thursday, March 7, 2019**

***A copy of this AAB communication to the Commission is attached to these minutes.***

City Manager Chris Lagerbloom commented on the timely receipt of Pension Board Actuary Reports (Actuary Reports). Kirk Buffington,

Director of Finance, expounded on the annual process regarding Actuary Reports, confirming that the City's reporting is delayed due to tardy submission of the Actuary Reports. Mr. Buffington explained that due to this year's extended delay, the AAB communicated their concern to the Commission for direction. Mr. Buffington commented on the limitations of Staff to address those concerns. The actuarial firms are outside vendors hired by the Pension Boards. In response to Mayor Trantalis' question, City Manager Lagerbloom confirmed he would work with Mr. Buffington to address.

### OLD/NEW BUSINESS

**BUS-1** [19-0283](#)

2018 Annual and Special Neighbor Survey Results

Mayor Trantalis said that this item would be deferred to a future Commission Conference Meeting to allow for a thorough discussion and review.

**BUS-2** [19-0293](#)

City Commission Review and Prioritization of Two Unsolicited Proposals Received Pursuant to Section 255.065, Florida Statutes, from Miami Beckham United, LLC and FXE Futbol, LLC

Mayor Trantalis commented on the large amount of community engagement and interaction of each Commissioner member with representatives of the unsolicited proposals for Lockhart Stadium (Stadium).

Mayor Trantalis recognized Ellyn Bogdanoff, Esq., on behalf of FXE Futbol, LLC (FXE Futbol). Ms. Bogdanoff requested process clarification, commenting on her understanding that this meeting was a Commission Workshop. Mayor Trantalis explained the process, stating that during this Conference Meeting, the Commission would hear each presentation, ask questions, receive input from the public, followed by Commission discussion and ranking of each proposal. The Commission would ratify the ranking via a vote at tonight's Commission Regular Meeting. City Attorney Alain Boileau confirmed the process and procedures, clarifying that under the Charter this is a Commission Conference Meeting, not a Commission Workshop. He expounded on details related to Commission Regular Meeting Agenda Walk-On Items. Further comment ensued.

Mayor Trantalis recognized J.P. Raynell, Managing Partner of FXE Futbol. Mr. Raynell thanked the Commission for their consideration and efforts. He commented on input from neighbors and the business community. Mr. Raynell expounded on FXE Futbol's experience in the

production and promotion of international soccer events, the qualifications of FXE Futbol staff, its development of youth soccer academies and future soccer programs with entertainment and sports entities. He confirmed FXE Futbol's plans for a total renovation of the Stadium, commenting on viability studies and renovation details. Mr. Raynell discussed details regarding plans for full community involvement. All fields would be open to the community. He noted that youth sporting tournaments are the fastest growing segment of the tourism industry, expounding on details and expectations for organized tournaments. He explained details regarding the proposal for a Top Golf facility and its expected impact.

Mr. Raynell commented on FXE Futbol's negotiations with the United Soccer League (USL) for a Division II Soccer Team, expounding on details. He commented on aspects of their proposal regarding investment, retail space, playing fields, the park, job creation and annual visitor estimates, confirming its commitment to provide a high school football venue. Other sporting events would also be welcome. Mr. Raynell reviewed FXE Futbol's conceptual renderings. He acknowledged their 50-year commitment and public access, commenting on the economic impact and endorsement from Extreme Action Park.

***A copy of the FXE presentation is attached to these minutes.***

Mayor Trantalis recognized Jorge Mas on behalf of Miami Beckham United, LLC (Inter Miami). Mr. Mas expounded on his family's business history and ties to the local community. He discussed Inter Miami's involvement in global soccer, efforts to bring Major League Soccer (MLS) to the area and attempts to locate a site that establishes youth soccer in the community. Mr. Mas discussed details related to Inter Miami's resources, its partners' commitment to building a MLS franchise and determination of the best location that would include a local community youth soccer academy.

Mayor Trantalis recognized Stephanie Toothaker, Esq., Tripp Scott, and on behalf of Inter Miami. Ms. Toothaker presented Inter Miami's video and slide presentation. The Inter Miami presentation addressed the following items: 1) principals involved in the ownership group and management team; 2) community engagement and free community programs; 3) responses to criteria in Florida Statutes Section 255.065; 4) financial investment and community commitment; 5) benefits of a management agreement versus a lease agreement; 6) positive economic impact and revenue; 7) team facilities and free community



facilities; 8) removal of the existing stadium and building a new stadium facility reoriented in a north/south position; 9) details regarding free public access; and 10) contrasting differences in the two unsolicited proposals.

***A copy of the slide presentation is attached to these minutes.***

Mayor Trantalis recognized Sherman Whitmore, 401 East Las Olas Boulevard. Mr. Whitmore commented on his support of a combined sports facility, recommending the hiring of a consultant to address pertinent details and noting the importance of youth engagement and coaching.

Mayor Trantalis recognized Trisha Halliday, 50 Nurmi Drive. Ms. Halliday urged the Commission to not make a rushed decision. She concurred with Mr. Whitmore's comments, recommending input from the Parks, Recreation and Beaches Advisory Board.

Mayor Trantalis recognized John Grabski, 2734 NE 21st Court. Mr. Grabski concurred with Ms. Halliday and Mr. Whitmore's comments, commenting on the need for austerity, caution and transparency. In response to Commissioner McKinzie, Mr. Grabski discussed reasons for his involvement, commenting on details relating to recent election costs.

Mayor Trantalis recognized Manuel Zubiria, 161 NW 6th Street and on behalf of the Confederation of North, Central America and Caribbean Association Football (CONCACAF). Mr. Zubiria explained that CONCACAF is one of the Fédération Internationale de Football Association's (FIFA) six continental confederations serving 41-member associations. He expounded on CONCACAF's efforts to provide youth football academies, confirming its support of Inter Miami's proposal. Inter Miami is aligned with CONCACAF's values and mission.

Mayor Trantalis recognized John Dunnuck, Vice President for Operations, Broward College. Mr. Dunnuck confirmed his support of both proposals, urging the Commission to support a collaborative effort between Broward College and the selected applicant to address the higher education component.

In response to Mayor Trantalis' question, Mr. Dunnuck explained Broward College's higher education programs that could be integrated into the project. These include peak performance training, nutrition and physical therapy. Commissioner Moraitis commented on related discussions with Broward County officials regarding the possibility of Broward College

participating in a youth aviation program. She confirmed support of Mr. Dunnuck's request, stating she would be advocating for these youth education programs.

Mayor Trantalis recognized Barry Witlin, Esq., President of the South Florida United Youth Soccer Association (Association). Mr. Witlin confirmed his support of the Inter Miami proposal, commenting on his involvement with youth soccer, expounding on details and efforts of the Association.

Mayor Trantalis recognized Ray Hudson, 1798 NW 40th Street, and former member of the Fort Lauderdale Strikers. Mr. Hudson spoke in support of Inter Miami's proposal, expounding on Inter Miami's talents and proficiencies towards providing youth soccer opportunities.

Mayor Trantalis recognized Tim Robbie, 152 Isle of Venice Drive. Mr. Robbie spoke in support of Inter Miami's proposal, expounding on his work with the Fort Lauderdale Strikers Soccer Team and the growth of soccer as a major sports league.

Mayor Trantalis recognized Joel Israel, 2617 Center Avenue. Mr. Israel submitted a graphic that was shown on the presentation screen. He confirmed support of Inter Miami's proposal, commenting on the importance of youth soccer academy programs.

***A copy of the graphic is attached to these minutes.***

Mayor Trantalis recognized Charles King, 105 N. Victoria Park Road. Mr. King commented on his positive view of the process, expounding on details. He suggested involving the Broward County School Board (School Board), commenting on various options.

Mayor Trantalis recognized Tony Correa, 3101 Port Royal Boulevard, and on behalf of Kics International. Mr. Correa commented on his long-time involvement with soccer including prior local soccer events held at Lockhart Stadium and current soccer events at Hard Rock Stadium, urging the Commission to support the Inter Miami proposal.

Mayor Trantalis recognized Mary Fertig, 511 Poinciana Drive and on behalf of the Broward County Athletic Association (BCAA). Ms. Fertig discussed her support of youth in the community and quality school programs, commenting on the Stadium's history, needs and related details. She requested inclusion of language in legal agreements requiring field use by local high schools, middle schools and organized

youth sports activities, expounding on specific details.

Commissioner Moraitis discussed the need for Stranahan High School and Fort Lauderdale High School to have sports field facilities, commenting on related discussions with Broward County Commissioner Lamar Fisher. Broward County, the School Board and the City should work together to address this necessity. Further comment and discussion ensued on locating a site and related details. Mayor Trantalis commented on details regarding the use of the Parks Bond funding, noting that maintenance costs for school sports facilities would require a partnership with the School Board.

Mayor Trantalis recognized Windy Eichner, 1308 SE 11th Street. Ms. Eichner concurred with Ms. Fertig's comments, noting the importance of an applicant that supports youth soccer. She requested an analysis of what the City is relinquishing and gaining. Further explanation and discussion ensued on the economic aspects of each applicant's proposal and the value of the property.

Mayor Trantalis recognized Dan Lindblade, 512 NE Third Avenue, and on behalf of the Greater Fort Lauderdale Chamber of Commerce (Chamber). Mr. Lindblade discussed the importance of selecting the best business plan and best business partner, expounding on details related to the project's long-term plans and details. He noted the need to utilize the land for the best opportunity in support of the business community.

Mayor Trantalis recognized Bruce Quailey, 3090 NE 46th Street. Mr. Quailey discussed his youth sports coaching experience, commenting on the need for community field space and related details.

Mayor Trantalis recognized Andy Cagnetta, 5300 N. 37th Street. Mr. Cagnetta commented on the importance of an applicant's sustainability and financial ability to complete the project.

Mayor Trantalis recognized Marilyn Mammano, 1819 SE 17th Street. Ms. Mammano commented on the importance of negotiating the best arrangement, protecting the interests of the City and related details. She recommended a long-term management agreement, noting the need to be cognizant of park maintenance costs.

Mayor Trantalis recognized Dana Pollitt, 5300 Powerline Road. Mr. Pollitt commented on his experience in the Uptown Area. He discussed his support of the FXE Futbol proposal, explaining his perspective

regarding transforming the area. Commissioner Moraitis commented on discussions with Uptown Area businesses regarding the lack of park space. Further comment and discussion ensued.

Mayor Trantalis recognized Dale Hobby, 600 East Acre Drive, and on behalf of Motorcycle Safety. Mr. Hobby commented on his perspective regarding the use of the land at the Stadium.

Mayor Trantalis recognized Thomas Rongen, 2745 SE 7th Street, and a former Fort Lauderdale Strikers team member. He spoke in support of the Inter Miami proposal, expounding on benefits and details.

Mayor Trantalis recognized Jana Gray Williams, 3011 NW 21st Street. Ms. Williams discussed numerous individuals, commenting on the non-profit organization she represents. She requested both applicants recognize and assist with the needs of non-profit organizations by allowing young people to use the park and Stadium at no cost.

Mayor Trantalis reviewed the options before the Commission and requested a consensus on Commission goals.

Mayor Trantalis recessed the meeting at 3:25 p.m.

Mayor Trantalis reconvened the meeting at 3:38 p.m.

Mayor Trantalis discussed the importance of the public land remaining for a public purpose. Commissioner Moraitis gave a brief historical review on the Stadium, commenting on her perspective regarding the site, maintaining the area for public use, using funds allocated within the approved Parks Bond for area upgrades and confirming the need for additional assistance to address all the needs of the site. She discussed meetings with each applicant and their proposals, commenting on details that meet goals.

Mayor Trantalis commented on the need for area schools to have sports field amenities for school activities. Further comment ensued on this topic.

Commissioner Glassman concurred with many of Commissioner Moraitis' comments. He noted the importance of using this public land for public purpose and open, green space. Commissioner Glassman discussed the significance of the selected applicant working with schools and the School Board to schedule 50 days-per-year for sports field usage in addition to the scheduling of other events. Further comment

and discussion ensued. Mayor Trantalis confirmed these concerns would be addressed as part of management agreement negotiations.

Commissioner Glassman discussed comments made at the District II Pre-Agenda Meeting regarding the need for a full understanding of the general process as outlined in Florida State Statutes, expounding on details. Mayor Trantalis commented on the process, confirming that if negotiations do not move forward with the top-ranked vendor, negotiations could begin with the next ranked vendor.

Commissioner Glassman commented on the process for unsolicited proposals. He suggested addressing the Public Private Partnership (P3) process, commenting that he expects additional P3 proposals in the future. Commissioner Glassman commented on the conceptual nature of each proposal and the need for further well-defined financial details to allow an opinion from the City Auditor. Mayor Trantalis commended Commission members for efforts to mitigate concerns via community outreach and in-depth discussions with each applicant. Further comment and discussion ensued.

Commissioner Glassman suggested the Commission explore taking the initiative to improve the process. He expounded on other State municipalities that have codified requirements that include definitive criteria for this type of solicitation, commenting on the need for pertinent details to assist the Commission in making informed decisions. Commissioner Glassman commented on concerns that that the City would not be encumbered with high costs for items such as maintenance following negotiations and document execution. He inquired about funding a Community Center and the youth academy being co-educational.

Commissioner McKinzie discussed the importance of ensuring inclusivity and public community access. He discussed the history of the Stadium and future opportunities to host events similar to the Tortuga Music Festival. Commissioner McKinzie also noted the need to fully understand and memorialize details that include financial information and associated commitments, maintenance expenses and the financial viability of the selected applicant. He commented on the differences in each applicant's conceptual proposal. Discussions ensued on the fiscal responsibility for costs associated with the construction of a Community Center and utilization of allocated Park Bond funds.

Vice Mayor Sorensen discussed his support of this public land area's public use. He also noted the importance of the City's two public high

schools having access to athletic fields and having a partner who will invest in the community and residents. Vice Mayor Sorensen reviewed City Attorney Boileau's Commission Agenda Memo (CAM) regarding this item. City Attorney Boileau confirmed both proposals meet the minimum criteria requirements of Florida Statute Section 255.065 (Statute), expounding on details. He said that professional reviews could be done before, during or after the ranking process, commenting on related information. Further comment and discussion ensued.

City Attorney Boileau concurred with Commissioner Glassman's earlier comments regarding other State municipalities codifying additional levels of information required for analysis during the approval process, noting the recent establishment of the Statute and the unique nature of each proposal. Professional oversight and review would continue through project completion. City Attorney Boileau expounded on the ranking process and options available to the Commission. Until a comprehensive agreement is executed, there is no binding commitment on behalf of the City. Mayor Trantalis confirmed the Commission would make a good faith effort to pursue a successful agreement. The Commission concurred.

In response to Commissioner Sorensen's questions, Anthony Fajardo, Director of Sustainable Development explained the site's zoning details. He confirmed that the proposed uses and ancillary uses of each proposal are permitted uses.

Commissioner Glassman requested additional details regarding the following: 1) parking; 2) financial responsibility for the Community Center; and 3) the youth academy being co-educational.

Vice Mayor Sorensen requested additional details regarding: 1) what happens should a default occur; 2) the number of fields and resources with public access; 3) maintenance costs; 4) specific phasing and construction timelines; 5) commercial space, training facilities and corporate center; and 6) financial information regarding FXE Futbol's proposal giving the City \$500,000 towards improvements on public space for each 100,000 square feet of commercial space; 7) the corresponding dollar amounts needed to create the amount of public space in the FXE Futbol proposal; 8) where youth soccer academy participants would be drawn; and 9) clarification of cost estimates for maintenance of fields.

Mayor Trantalis said that the financial viability of FXE Futbol is dependent upon commercial development and the youth academy

drawing from the local, regional area. Further comment and discussion ensued on the branding of the USL team, cost estimates for field maintenance and aspects of the process. Commissioner Moraitis asked about the flexibility regarding the south side of the Stadium. Mayor Trantalis commented on his interpretation that they would leave that to the City.

Vice Mayor Sorensen inquired about consulting with a legal firm specializing in this type of transaction. City Attorney Boileau confirmed the capability of the Office of the City Attorney, confirming that Edward A. Dion, Esq., with the firm Nabors, Giblin & Nickerson, P.A., has been retained for legal consultation. Commissioner McKinzie requested clarification on public access and all permissible events including sporting events.

Mayor Trantalis recognized J.P. Raynell. Mr. Raynell said that specific parking details have not yet been assessed, stating there would be surface parking. In response to Mayor Trantalis' question, Mr. Raynell said the FXE Futbol proposal does not include a youth academy. Mr. Raynell noted his legal counsel would need to answer questions regarding a lease default. He confirmed public access to fields when not programmed, expounding on details relating to analyzing costs. Mr. Raynell noted the following timelines after permitting: 1) 3-4 months for the operation of soccer fields; 2) 18 months for completion of Stadium rehabilitation; 3) 12-14 months for completion of a Top Golf facility. He expounded on associated details including simultaneous construction of these projects.

Further comment and discussion ensued on phases of Stadium renovations. In response to Commissioner Moraitis, Mr. Raynell confirmed \$10,000,000 was adequate to begin the first phase. Further comment and discussion ensued. Mr. Raynell said the FXE Futbol office would be located within the Stadium. He discussed the amount of retail, commercial space required for sustainability. Top Golf would need 5 acres. Other retail, commercial space is yet to be negotiated and is not necessary for the soccer operation to be sustainable.

Further comment and discussion continued on details related to financial sustainability, the development of retail space and FXE Futbol giving the City \$500,000 towards improvements on public space for every 100,000 square feet of commercial space. Mr. Raynell explained details related to the process and ongoing negotiations regarding retail space. Further discussions ensued on FXE Futbol's proposal and drainage areas adjacent to the site that are not part of the 64-acre site. In response to

Mayor Trantalis' question regarding branding of the FXE Futbol soccer team, Mr. Raynell confirmed it would be branded *Fort Lauderdale*.

Mayor Trantalis recognized Stephanie Toothaker. Ms. Toothaker pointed out proposed parking areas in the Inter Miami proposal that would undergo professional review, confirming it is a conceptual plan and discussed details regarding the southern portion of the site intended for the public and planned parking.

In response to Vice Mayor Sorensen's question, Ms. Toothaker discussed transportation to the area. Ms. Toothaker confirmed this topic would be part of a traffic study within the DRC process. The site is adjacent to Tri-Rail and major east/west traffic corridors are located nearby.

Mayor Trantalis recognized Pablo Aramis Alvarez, Esq., Vice President and General Counsel for Inter Miami. Mr. Alvarez said that one of Inter Miami's partners owns Brightline. Brightline is contemplating offering subsidized transportation to the Stadium.

Ms. Toothaker clarified Inter Miami's position regarding a Community Center, confirming there is space available. Costs for design, construction and maintenance at the City's expense.

In response to Commission McKinzie, Ms. Toothaker clarified that Inter Miami would be responsible for design costs, construction and maintenance of team facilities. Inter Miami would pay for the design and construction of the City's park facilities with the exception of the Community Center. The park facilities would be turned over to the City to maintain at the City's expense. Ms. Toothaker also discussed the costs related to using turf versus grass on fields. Inter Miami would bear the cost of either option based on the preference of the City.

Vice Mayor Sorensen requested that Inter Miami participate in the cost of the Community Center. Ms. Toothaker noted this could be discussed as part of negotiations. Commissioner Moraitis commented on her position regarding the use of the \$25,000,000 portion of the Parks Bond dedicated to Lockhart Stadium. Mayor Trantalis said that this would be a Commission decision to be made at a later time.

In response to Mayor Trantalis' question, Ms. Toothaker confirmed that all of Inter Miami's facilities would be available to both boys and girls, expounding on details. Mr. Alvarez noted discussions with a large girls' soccer academy in Broward County and contemplation of including them



under Inter Miami's umbrella. In response to Commissioner Glassman's question, Mr. Alvarez commented about a role for U.S. Women's Soccer.

In response to Mayor Trantalis' question regarding a possible future default in a management agreement with Inter Miami, Mr. Alvarez said that all improvements would become City assets. The management agreement would address maintenance and the obligations of Inter Miami. There is no financing or encumbrances related to the improvements. Inter Miami would be caretakers of these assets.

In response to Mayor Trantalis' question regarding public use, Ms. Toothaker said all fields would be convertible for other sports. Ms. Toothaker confirmed the ability to build grandstands around fields. Discussions ensued regarding the ability to repurpose the existing bleachers at the fields. Further comment and discussion ensued on other details and negotiations that would include lighting. The park's fields and facilities would be a City asset controlled by the City and developed by Inter Miami.

Ms. Toothaker said that once permits are issued, the project would begin. Inter Miami's corporate offices would be located at the site. A USL team would be branded as *Fort Lauderdale*. In response to Vice Mayor Sorensen's question regarding the fields on the southern portion of the site, Ms. Toothaker confirmed Inter Miami intends to pay, design and give them to the City to program and maintain. It was confirmed that Inter Miami's youth academy would draw from South Florida clubs.

In response to Commissioner Glassman's question, a representative for Inter Miami confirmed that the Stadium would be a permanent structure, expounding on details. Discussions ensued on including a restaurant/concession concept. Ms. Toothaker said that Inter Miami would make an accommodation for this request. Comment and discussion followed on the use of temporary tent accommodations for large-scale events.

Mayor Trantalis commented that he received correspondence received from Miami-Dade County regarding these discussions. Mr. Mas confirmed Inter Miami's commitment to this project and market, expounding on details and plans moving forward both in Fort Lauderdale and Miami for an MLS franchise. Inter Miami's academy, training center and corporate office would be located at the Lockhart Stadium site and the permanent training academy facility will be at that site in perpetuity.

Vice Mayor Sorensen commented on the need for a 50-day minimum

use of the new stadium and the City having significant priority in this process. Ms. Toothaker commented on the opportunity to work with the City and the School Board to address scheduling, noting the need to accommodate the MLS schedule when available. Further comment and discussion ensued on this topic, including having a permanent, separate field with bleachers (mini stadium) for high school sporting activities.

Mayor Trantalis confirmed the consensus to maintain the public land for public use, noting each applicant's proposal addresses that goal. He commented on having a league and commercial viability, expounding on details including conversations with the Commissioner of Major League Soccer who affirmed Inter Miami's ownership rights to an MLS team in South Florida and the requirement for an associated USL team, expounding on details.

Mayor Trantalis confirmed discussions with Jake Edwards, President of the USL, commenting on discussions regarding FXE Futbol obtaining a USL team franchise and expounding on details. Mayor Trantalis discussed the financial viability and commitment of each applicant. He noted that Inter Miami's financial commitment comes from capital investment and the financial investment of FXE Futbol comes from financing, commenting on related details.

Mr. Raynell updated the Commission on the status of FXE Futbol's negotiations with the USL and Premier Parks for the construction of a stadium which included a Letter of Intent to have a USL team in Fort Lauderdale. He commented on details related to the Letter of Intent and USL meetings and discussions. Mr. Raynell said that granting a USL franchise would be based upon the Commission's decision regarding the two unsolicited proposals and ranking.

Commissioner Moraitis commented on her support of Commission recommendations, including having a separate high school football field at the site. She also emphasized her support of the Park Bond's \$25,000,000 appropriation for Lockhart Stadium remaining to offset costs of future opportunities at the site. Mayor Trantalis noted the need to work with the Parks, Recreation and Beaches Advisory Board. Further comment and discussion ensued.

Vice Mayor Sorensen requested input from City Auditor John Herbst, City Manager Chris Lagerbloom and City Attorney Alain Boileau. City Auditor Herbst confirmed the need for additional information to make decisions and recommendations, expounding on efforts with the Office of the City Manager to contract with a sports stadium consultant to evaluate

the selected proposal.

City Manager Lagerbloom noted the differences in each proposal, expounding on the legislative intent under the Statute and proactive efforts to hire consultants to independently review the selected proposal based upon the Commission's ranking and action at tonight's Commission Regular Meeting. It is a policy decision that Staff would negotiate on behalf of the Commission. He discussed the opportunity to appoint a member of the Commission to participate in negotiations with Staff that would serve to enhance the timeline of negotiations.

In response to Commissioner Glassman's question, City Manager Lagerbloom said an appraisal of the site was done in 2015 and was appraised in the amount of \$12,085,000. City Auditor Herbst noted that this appraisal was done before the lifting of restrictions on the property. Further comment and discussion ensued on the current estimated value. Commissioner Glassman confirmed his desire for updated appraisal information.

City Attorney Alain Boileau noted that this is the selection stage of the process, acknowledging his conversations with each Commission member. He emphasized the need to have open access to the selected applicant's ownership group during the negotiation process. City Attorney Boileau said that legal questions regarding the Stadium would be addressed as the negotiation process continues. Further comment and discussion ensued on the process and participation of a Commission member with Staff in negotiation discussions. City Manager Lagerbloom noted that one member of the Commission is participating with Staff regarding the Joint Government Complex negotiations. Mayor Trantalis said that one Commission member's participation in negotiations would comply with Sunshine requirements. Further comment and discussion ensued.

Commissioner McKinzie commented on the process moving forward. Vice Mayor Sorensen recommended Commissioner Moraitis be the Commission representative to participate with Staff in negotiations with the selected applicant. Commissioner Moraitis read her position statement as representative of District I where the Stadium resides.

***A copy of Commissioner Moraitis' position statement is attached to these minutes.***

Mayor Trantalis recommended the Commission rank the proposals and move forward with a Commission vote at tonight's Commission Regular

Meeting. City Attorney Boileau distributed the ranking forms.

Commissioner Glassman thanked both Inter Miami and FXE Futbol for their passion and participation. Mayor Trantalis concurred with Commissioner Glassman, commenting on establishing a standard for the Statute governing unsolicited proposals. He acknowledged the numerous advancements in sports-related development in the City.

The Commission individually ranked the applicants and provided the ballots to City Clerk Jeffrey Modarelli. City Clerk Modarelli collected and calculated the ballots. He announced that Miami Beckham United, LLC received five number one rankings.

#### **CITY MANAGER REPORTS**

None.

#### **ADJOURNMENT**

Mayor Trantalis adjourned the Commission Conference Meeting at 5:22 p.m.

**HISTORIC PRESERVATION BOARD  
CITY OF FORT LAUDERDALE  
MONDAY, MARCH 4, 2019 - 5:00 P.M.  
FIRST FLOOR COMMISSION CHAMBER  
100 NORTH ANDREWS AVENUE  
FORT LAUDERDALE, FLORIDA**

<u>Board Members</u>	<u>Attendance</u>	<u>Cumulative Attendance</u> 6/2018 through 5/2019	
		<u>Present</u>	<u>Absent</u>
David Kyner, Chair	P	9	0
George Figler, Vice Chair [until 9:19]	P	9	0
Jason Blank	P	7	2
Brenda Flowers	P	8	1
Marilyn Mammano	P	8	1
Donna Mergenhagen	P	8	1
Arthur Marcus	A	8	1
David Parker	P	9	0
Richard Rosa	P	8	1
Jason Wetherington	P	6	2

**City Staff**

Shari Wallen, Assistant City Attorney  
Trisha Logan, Urban Planner III  
Suellen Robertson, Administrative Assistant  
Jamie Opperee Recording Secretary, Prototype Inc.

**Communication to the City Commission**

**Motion** made by Mr. Blank, seconded by Ms. Mammano to send the following Communication to the City Commission:

1. The Board recognizes an issue with the project at 300 S Fort Lauderdale Beach Boulevard and that the site is of archaeological significance which requires and demands archaeological supervision by a licensed archaeologist. The City should expedite any processes necessary to accomplish that goal forthwith. It is also the Board's recommendation that construction stop until an archaeologist is on site to supervise.
2. The Board recommends the city work with Ms. Logan and her team to identify ways to prevent this from recurring in the future.
3. The Board also informs the City Commission that they take archaeological sites in the City very seriously and we believe the City should do the same.
4. There have been repeated incidents such as this in recent years, and the Board recommends there should be internal reinforcement of protection of archaeological sites throughout the City with City staff so the expectations of staff are equivalent to the expectations of the citizens.

In a voice vote, motion passed unanimously.

**PARKS, RECREATION, & BEACHES BOARD MINUTES  
CITY OF FORT LAUDERDALE  
WEDNESDAY, FEBRUARY 27, 2019 – 6:30 P.M.  
CITY HALL – 8<sup>TH</sup> FLOOR  
100 N. ANDREWS AVENUE  
FORT LAUDERDALE, FL 33312**

**Cumulative Attendance**

<b>Board Members</b>	<b>Attendance</b>	<b>Present</b>	<b>Absent</b>
Amber Van Buren	P	3	1
Bruce Quailey	P	4	0
Bruce Cummings	P	3	1
Caleb Gunter	P	2	0
Carey Villeneuve <i>(Newly Appointed)</i>	P	1	0
Charlie Leikauf	P	4	0
Debby Eisinger	A	2	2
Jo Ann Smith	P	4	0
Karen Polivka	P	4	0
Marianna Seiler	P	3	1
Marie Huntley	P	2	2
Martha G. Steinkamp	P	3	1
Michael Flowers Jr.	P	3	1
Robert Payne	P	3	1
Roy Grimsland	P	4	0

**Oct 2018 - Sept 2019**

As of this date, there are 15 appointed members to the Board, which means 9 would constitute a quorum. It was noted that a quorum was met for the meeting.

**Staff**

Carl Williams, *Parks & Recreation Deputy Director*  
Leona Osamor, *Senior Administrative Assistant*

**Public Attendee**

Jenni Morgon  
Wally Eccleston

**Communications to the Commission**

**Motion** was made by Marianna Seiler and seconded by Martha G. Steinkamp in support of the request made by Vice Mayor Ben Sorensen, for the Parks and Recreation Advisory Board to oversee the process of the parks bond projects and its expenditures. The board is eager to proceed in this existing structure. In a voice vote, the **motion** passed unanimously.

**Adjournment**

The meeting was adjourned at 7:15 PM.

**AUDIT ADVISORY BOARD REGULAR MEETING  
CITY OF FORT LAUDERDALE  
7<sup>th</sup> Floor Conference Room  
Thursday, March 7, 2019, 5:00 PM**

<u>Board Member</u>	<u>Attendance</u>	<u>Cumulative Attendance</u> 10/1/18 – 9/30/19	
		<u>Present</u>	<u>Absent</u>
Martin Kurtz, Chair	P	2	1
D. Keith Cobb	P	3	0
Paul Czerwonka	P	3	0
Thomas Bradley	P	3	0

**Staff Present**

Kirk Buffington, Director, Finance  
 Linda Logan-Short, Interim Assistant City Manager / CFO (via telephone)  
 John Herbst, City Auditor (via telephone)  
 Laura Garcia, Interim Deputy Director, Finance  
 Devin Carter, Interim Controller  
 Anthony Fajardo, Director, Sustainable Development  
 Marco Hausy, Assistant City Auditor III  
 Laura Reece, Budget Director  
 Yvette Matthews, Senior Budget & Management Analyst  
 Linda Picciolo, Board Liaison

**Other Attendees**

John Weber, Crowe, LLP  
 Michelle Blackstock, Crowe, LLP  
 Roy Rodriguez, Crowe, LLP

**Communication to the City Commission**

Motion made by Mr. Cobb, seconded by Mr. Czerwonka: The Audit Advisory Board is uncomfortable with the delays in the production of City financial statements due to the extremely late delivery of reports from the pension boards' actuaries. This has been a recurring problem for the past several years and the Audit Advisory Board requests the City Commission take some action to accelerate delivery of those actuarial reports. In a voice vote, the motion passed unanimously.

# Fort Lauderdale Lockhart Stadium Proposal





VIDEO



[Our vision for Lockhart Stadium Community Park](#)

## WHO WE ARE



- Our teams will compete in MLS, USL and Development Academy leagues sanctioned by the United States Soccer Federation and the Canadian Soccer Association.
  - MLS is comprised of 27 teams—24 in the U.S. and 3 in Canada and constitutes one of the major professional sports leagues.
  - MLS regular season runs from March to October, with each team playing 34 games (17 at home).
    - The average value of an MLS team is **\$240 Million** dollars (according to Forbes 2018).
  - Only MLS team permitted in the South Florida market.
    - Market is defined by a 100 mile radius from MIA.



## WHO WE ARE



- MLS and the United Soccer League (USL) have over 5 years of strategic market development partnership.
- Of the 24 teams currently playing in MLS.
  - Approximately 80% of MLS teams have a USL partnership.
  - Submitted our application for our Fort Lauderdale USL team.
- Development Academy teams.
  - Fully funded (FREE), ages 12 to 19 competing in the highest youth league in the United States.
- Community access FREE clinics and programs.
  - Partnering with MLS Works and US Soccer Foundation.



## OUR OWNERSHIP GROUP



Our ownership group is one of the most diverse in U.S. sports, and it is comprised of the following individuals:

– **Jorge and Jose Mas**

- As Chairman and the CEO of MasTec, Inc., respectively, Jorge and Jose Mas have grown this South Florida based business into a prestigious Fortune 500 company.

– **David and Victoria Beckham**

- Global soccer icon and former England National Team Captain, David Beckham along with English businesswoman, fashion designer and former artist Victoria Beckham have become international brands recognized in every corner of the world.

– **Marcelo Claure**

- Bolivian-American businessman who co-founded Brightstar Corporation and then became the CEO of Sprint Corporation, Marcelo Claure is currently the COO of SoftBank Group.

– **Masayoshi Son**

- A Japanese businessman and philanthropist who is the founder and executive chairman of SoftBank, a multinational holding conglomerate that was ranked by Forbes as the 39<sup>th</sup> largest public company in the world.

– **Simon Fuller**

- English television and film producer, as well as talent manager, Simon Fuller is the creator and executive producer of global TV shows such as the Idol Franchise, which includes American Idol, among others.

## OUR MANAGEMENT TEAM



Our management team includes executives with a combined **6 decades** of soccer experience:

– **Paul McDonough, Sporting Director**

- Former VP of Soccer Operations at Atlanta United
- Former General Manager at Orlando City
- Former player agent at Wasserman Media Group
- Former Coach at Wake Forest, U. of Connecticut and U. South Carolina

– **Jurgen Mainka, Chief Business Officer**

- Former CONCACAF Deputy General Secretary and Chief Commercial Officer
- Former US Soccer FIFA World Cup Bid Marketing and Communications
- Former Communications and Marketing for NY Red Bulls, Colorado Rapids and New England Revolution

– **Kurt Schmid, Technical Director**

- Former Director of Player Personnel and Scout Los Angeles Galaxy
- Former Seattle Sounders Assistant Coach

– **Jason Kreis, Staff Coach**

- Current Head Coach of US Olympic Team
- Former Coach at Orlando City, NY City FC
- and Real Salt Lake

– **Pablo Alvarez, VP and General Counsel**



COMMUNITY  
ENGAGEMENT AND  
FREE  
COMMUNITY  
PROGRAMS

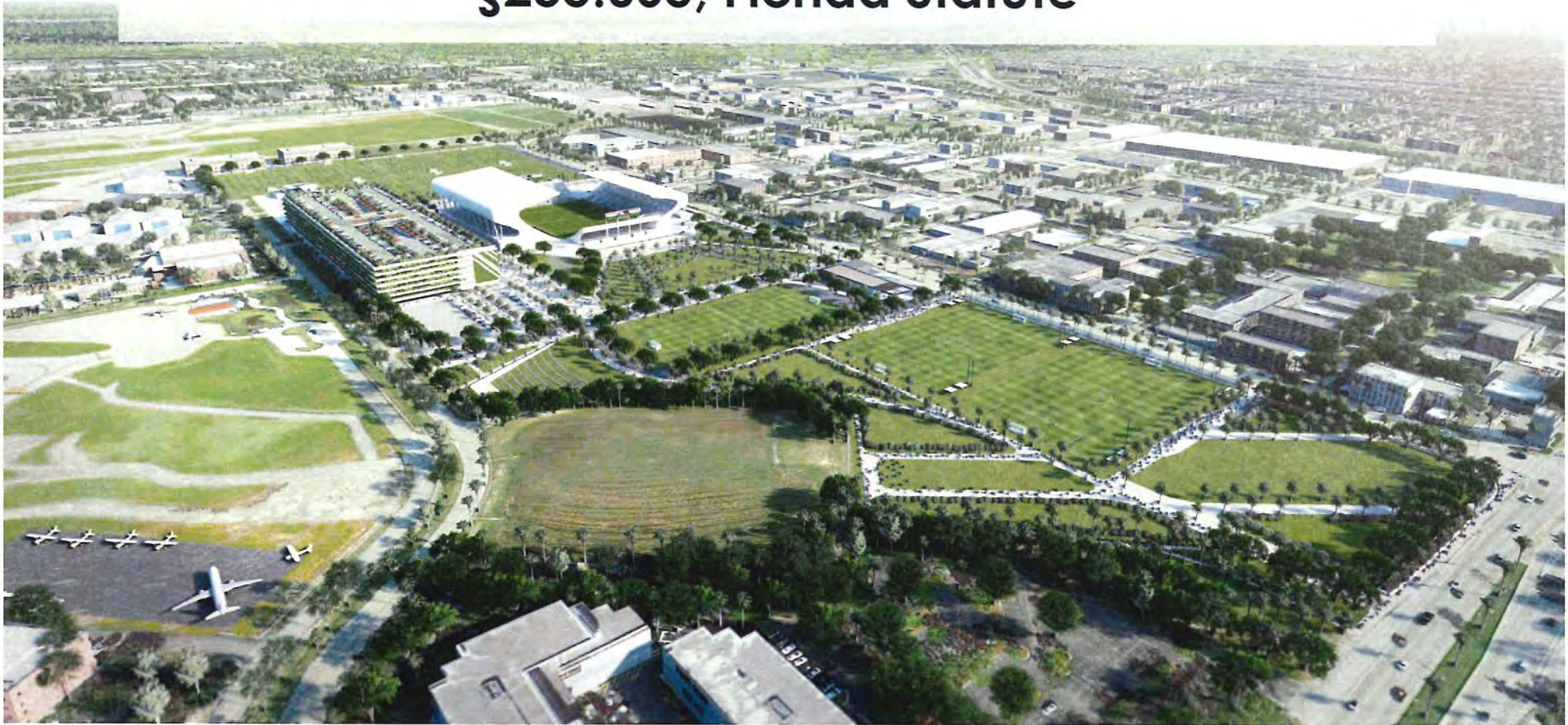


▪ FREE Community Asset and FREE Community Programs

- We are partnering with the US Soccer Foundation to bring to Fort Lauderdale the “Soccer for Success” grassroots community programs.
- We will also deliver Soccer Clinics for the community involving our players, coaches and staff.



# City of Fort Lauderdale Unsolicited Proposal §255.065, Florida Statute



**SEC. 255.065,  
FLORIDA STATUTES**



**Section 255.065, Florida Statutes provides in part:**

- There is a need for the construction or upgrade of facilities that are predominantly used for public purposes... § 255.065(2), *Fla. Stat.*
- A responsible public entity may receive unsolicited proposals for a qualifying project and may thereafter enter into a comprehensive agreement with a private entity ... for the building, upgrading, operating, ownership, or financing of facilities. § 255.065(3), *Fla. Stat.*





**SEC. 255.065,  
FLORIDA STATUTES**



**Florida Statute §255.065(1)(i) defines a qualifying project:**

A facility or project that serves a public purpose, including, but not limited to ... vehicle parking facility, airport or seaport facility ..., **recreational facility, sporting or cultural facility ... or any other public facility or infrastructure that is used or will be used by the public at large or in support of an accepted public purpose or activity.**



**SEC. 255.065,  
FLORIDA STATUTES**



**Inter Miami met the criteria set for in Florida Statute §255.065(4):**

(4) PROJECT APPROVAL REQUIREMENTS.—An unsolicited proposal from a private entity for approval of a qualifying project must be accompanied by the following material and information, unless waived by the responsible public entity:

(a) A description of the qualifying project, including the conceptual design of the facilities or a conceptual plan for the provision of services, and a schedule for the initiation and completion of the qualifying project.

(b) A description of the method by which the private entity proposes to secure the necessary property interests that are required for the qualifying project.

(c) A description of the private entity's general plans for financing the qualifying project, including the sources of the private entity's funds and the identity of any dedicated revenue source or proposed debt or equity investment on behalf of the private entity.

(d) The name and address of a person who may be contacted for additional information concerning the proposal.

(e) The proposed user fees, lease payments, or other service payments over the term of a comprehensive agreement, and the methodology for and circumstances that would allow changes to the user fees, lease payments, and other service payments over time.

(f) Additional material or information that the responsible public entity reasonably requests.



**FORMAL  
ACCEPTANCE OF  
UNSOLICITED  
PROPOSAL**



- Inter Miami's Unsolicited Proposal was accepted by the City on February 5<sup>th</sup>, 2019 pursuant to City of Fort Lauderdale Resolution No. 19-25

RESOLUTION NO. 19-

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT LAUDERDALE, FLORIDA, PROVIDING NOTICE OF INTENT TO ENTER INTO A COMPREHENSIVE AGREEMENT FOR A QUALIFYING PROJECT SUBMITTED AS AN UNSOLICITED PROPOSAL BY MIAMI BECKHAM UNITED LLC ("INTER MIAMI"), FOR PARCELS 19B, 25, 26, AND 27 AT THE FORT LAUDERDALE EXECUTIVE AIRPORT, COMMONLY KNOWN AS THE SITE OF LOCKHART AND FORT LAUDERDALE STADIUMS, PURSUANT TO SECTION 255.065, FLORIDA STATUTES, AND NOTICE OF INTENT TO ACCEPT OTHER PROPOSALS FOR THE SAME QUALIFIED PROJECT, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Fort Lauderdale is the owner of Parcels 19B, 25, 26, and 27 at the Fort Lauderdale Executive Airport in the City of Fort Lauderdale, Florida, commonly known as the site of Lockhart and Fort Lauderdale Stadiums (the "Property");

WHEREAS, on January 28, 2019, the City of Fort Lauderdale received an unsolicited proposal from Miami Beckham United LLC (Inter Miami) pursuant to Section 255.065, Florida Statutes, to design, construct, occupy, and maintain the Property for a Major League Soccer (MLS) Training Facility; and

WHEREAS, Miami Beckham United LLC (Inter Miami) has submitted the required application fee of \$25,000.00 in accordance with Resolution No. 13-187; and

WHEREAS, the City of Fort Lauderdale intends to enter into a comprehensive agreement with Miami Beckham United LLC (Inter Miami) for the project proposed in its unsolicited proposal;

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 finds that the unsolicited proposal submitted serves a public purpose as recreational, sporting, and cultural facilities which will be used by the public at large or in support of an accepted public purpose or activity; and, as proposed, constitutes a qualifying project pursuant to Section 255.065, Florida Statutes.



**SEC. 255.065,  
FLORIDA STATUTES**



(a) A description of the qualifying project, including the conceptual design of the facilities or a conceptual plan for the provision of services, and a schedule for the initiation and completion of the qualifying project.

The Proposed Facilities will contain the following Team Facilities and Community Facilities:

**TEAM FACILITIES**

A state-of-the art multi-purpose stadium;  
Approximately 30,000- 32,000 square foot building which will house locker rooms, weight rooms, classrooms, dining facilities, coaches' offices, medical and rehabilitation facilities for the Inter Miami MLS team, the USL team and Academy teams;  
Grass soccer fields for Inter Miami's MLS team, USL team and Academy Teams;

**COMMUNITY FACILITIES**

Community running/walking trail;  
Community public park area;  
Community playground;  
Community dog park;  
Community public fields;  
A field maintenance building;  
Space for a potential future community meeting center



**SEC. 255.065,  
FLORIDA STATUTES**



**(b) A description of the method by which the private entity proposes to secure the necessary property interests that are required for the qualifying project.**

The City of Fort Lauderdale *will retain ownership of the Property and associated structures.*

Inter Miami executed an expansion agreement with Major League Soccer which granted an ownership interest in the league and the exclusive right to operate the only MLS team within 100 miles of Miami International Airport. The USL team and Academy teams are associated with the MLS agreement.

Inter Miami proposes to enter into a 50 year Design, Construction, Occupation and Maintenance Agreement with the City of Fort Lauderdale, (“DCOM Agreement”) for the Team Facilities while the City would control and maintain the Community Facilities. The DCOM Agreement to be negotiated by the parties will further detail the rights and responsibilities of the respective parties.

**SEC. 255.065,  
FLORIDA STATUTES**



**(e) The proposed user fees, lease payments, or other service payments over the term of a comprehensive agreement, and the methodology for and circumstances that would allow changes to the user fees, lease payments, and other service payments over time.**

Inter Miami proposes to pay for the design, construction and maintenance of the Team Facilities pursuant to a Design Construct Occupy and Maintenance Agreement with the City of Fort Lauderdale.

Inter Miami would also design, pay for and construct the Community Facilities with the exception of the community meeting center which would be designed and built by the City.

Inter Miami would maintain control, programming, and maintenance of the Team Facilities and the City would maintain control, programming and maintenance of the Community Facilities. This agreement would allow the City to **maintain ownership of the land and associated structures**, while permitting Inter Miami to construct a world-class soccer-centric facility in the City of Fort Lauderdale. The associated agreement which is proposed at 50 years will define and detail the obligations and responsibilities of each party and will be negotiated.

## OUR FINANCIAL INVESTMENT & COMMITMENT



- **Commitment of over \$60 Million** within the next 12 months to fund the reactivation of the Lockhart site, including public parks and fields, a new 18,000 seat **Lockhart stadium**, and the **teams' and academy training facility**.
- Investment **does not**:
  - record a lease or sublease against public property
  - depend on 3<sup>rd</sup> party financing against public property
  - rely on commercial and retail development to fund programming including the public parks



## OUR COMMUNITY COMMITMENT



### Public Access

- **Inter Miami**
  - 100% public access, including 34 acres “free-to-the-public” park paid 100% by Inter Miami, with 3 or 4 “regulation” fields free to the community year around. Access to Training Center at no charge to the community, subject to scheduling.
  - MLS Works: community outreach initiative dedicated to addressing important social issues
- **FXE Futbol**
  - only 15 acres of “free-to-the-public” park, with just 4 “youth sized” fields (FXE contribution limited to \$500,000). Remaining green space accessible on a “pay-to-use” basis such as golf venue, 15 acres of for-rent soccer fields.





## OUR PROPOSAL

### Why a **Management Agreement** as opposed to a lease?

- No encumbrance on **City** property
- No finance against **City** property
- **City** does not have to negotiate with lenders
- **City** not required to consent to additional assignments and subleases with 3<sup>rd</sup> parties



## ECONOMIC IMPACT



### Inter Miami

#### Based on IMPLAN model from Lambert Advisory

- Economic impact estimates total valued added within the economy on an annual basis from stadium and team operations and new employment of nearly \$24.8 million per year and total economic output of nearly \$36.3 million per year.



**REVENUE TO  
THE CITY OF  
FORT  
LAUDERDALE**



**Inter Miami –**

\$60M up front capital improvement on public property, owned by the City and unencumbered by leasehold mortgage

**FXE –**

Revenue to City conditioned on converting public park space into private “for profit” commercial use subject to lender liens and mortgage



# THANK YOU













**SEC. 255.065,  
FLORIDA STATUTES**



(d) The name and address of a person who may be contacted for additional information concerning the proposal.

Pablo A. Alvarez  
Vice President & General Counsel  
Inter Miami  
800 Douglas Road, 12th Floor  
Coral Gables, Florida 33134

Paul McDonough  
Sporting Director  
Inter Miami  
800 Douglas Road, 12th Floor  
Coral Gables, Florida 33134

Stephanie J. Toothaker, Esq.  
Tripp Scott, P.A.  
110 SE 6th Street, Fifteenth Floor  
Fort Lauderdale, FL 33301  
(954) 648-9376

## PROJECT



### TEAM FACILITIES

- A state-of-the-art multi-purpose stadium
- An approximately 30,000 – 32,000 square foot building to house locker rooms, weight rooms, classrooms, dining facilities, coaches' and administrative offices, medical and rehabilitation facilities for the MLS team, the United Soccer League (USL) and academy teams

### COMMUNITY FACILITIES

- Community running/walking trail
- Community public park area
- Community playground
- Community dog park
- Community public recreation fields
- A field maintenance building
- Space for a potential future community meeting center



# LOCKHART SPORTS & ENTERTAINMENT COMPLEX





## OUR TEAM

- Produced major events worldwide with the national and club teams in soccer



- Seasoned event managers & venue operators



- Part of the original Fort Lauderdale team that built AutoNation and Republic Services



- Created the Disney - LaLiga Academy at Disney's Wide World of Sports

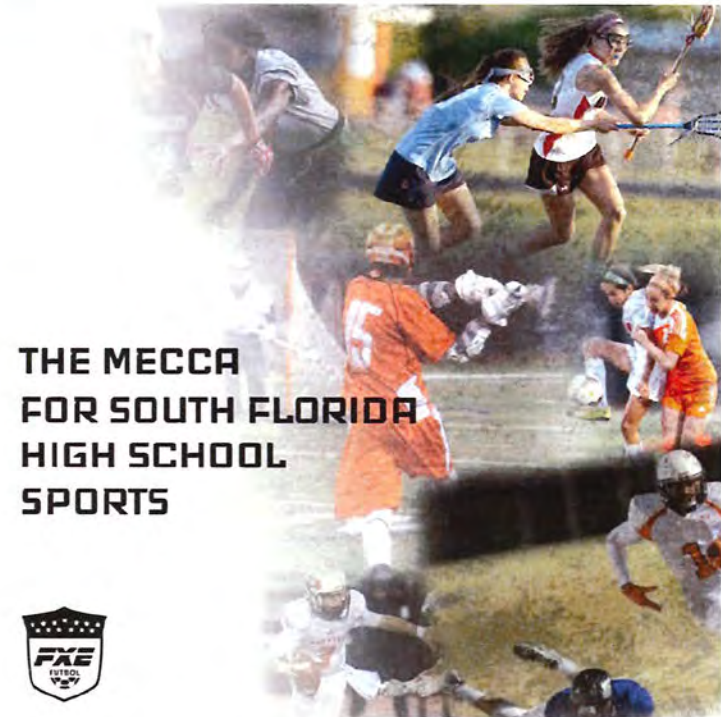
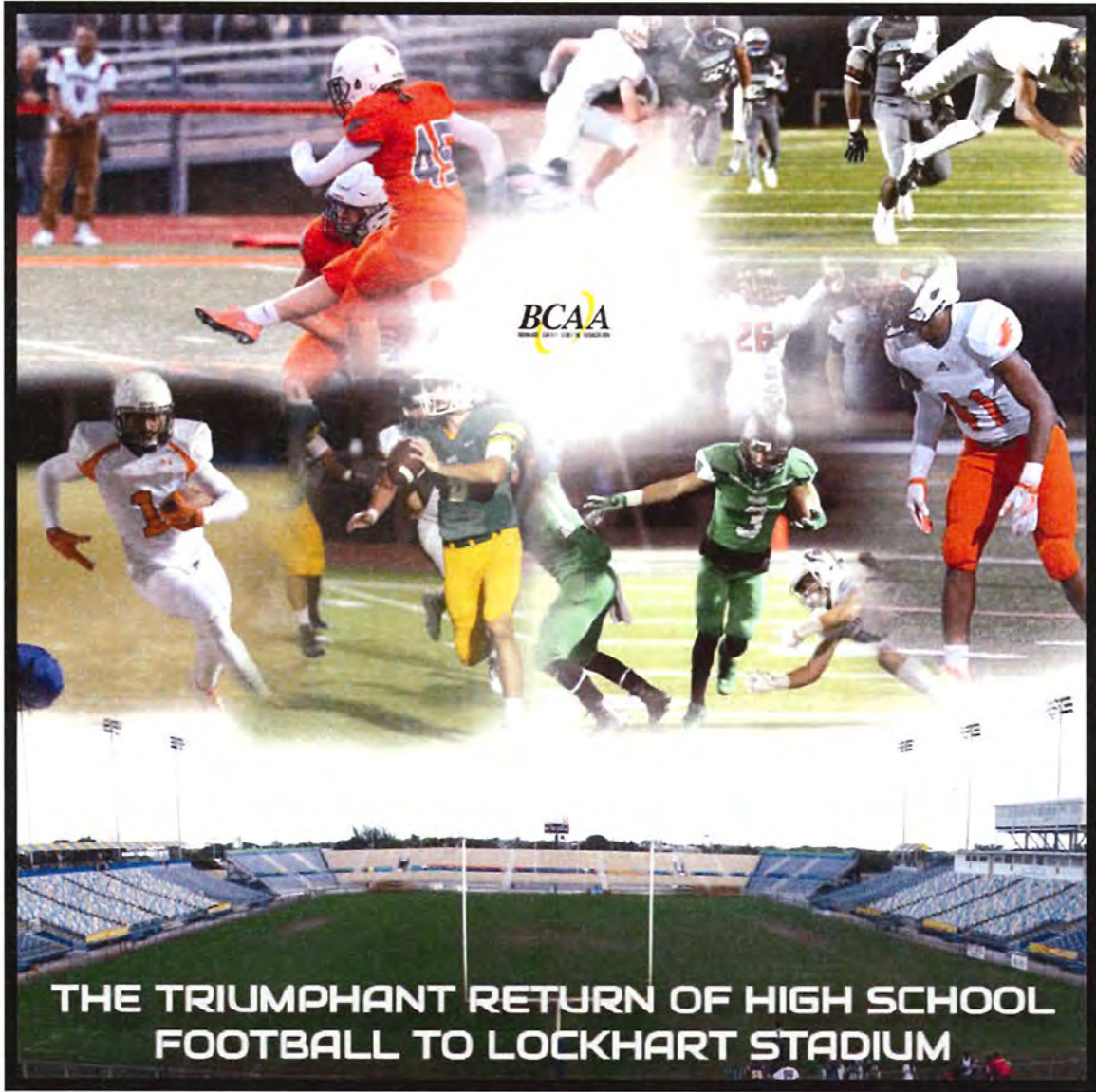


- Will produce major soccer events at Daytona International Speedway in partnership with NASCAR



## OUR PROPOSAL & ECONOMIC IMPACT

-  Full Renovation of historic Lockhart Stadium
-  Fields for youth sports tournaments, leagues, and community involvement
-  Topgolf Fort Lauderdale
-  USL Championship League franchise
-  Coffee shops, restaurants and complimentary retail
-  40+ acres of green space including public park
-  \$100MM+ investment
-  Two million annual visitors
-  1,000+ jobs





# YOUTH SPORTS TOURISM

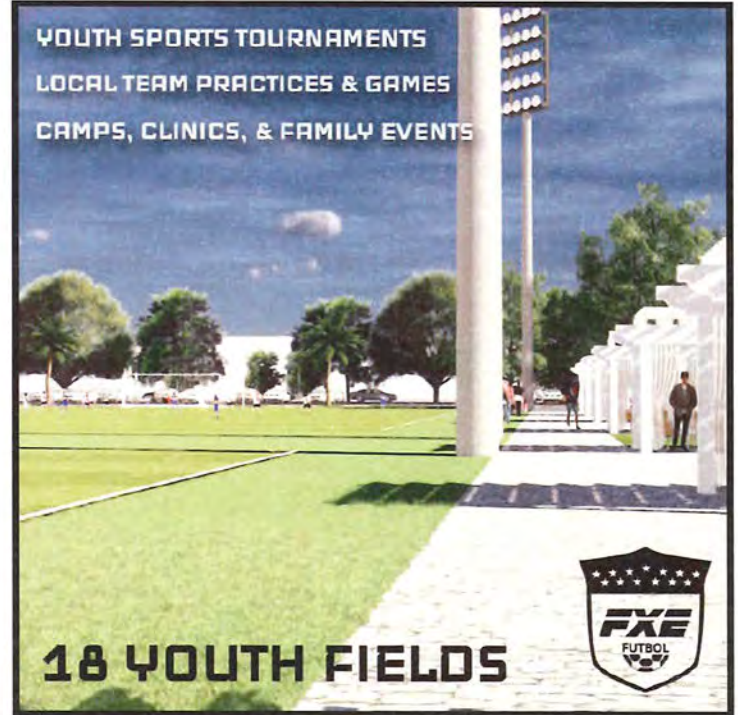
# \$985

EACH NON-LOCAL  
FAMILY SPENT  
ATTENDING THE  
TRAVERSE CITY  
TOURNAMENTS

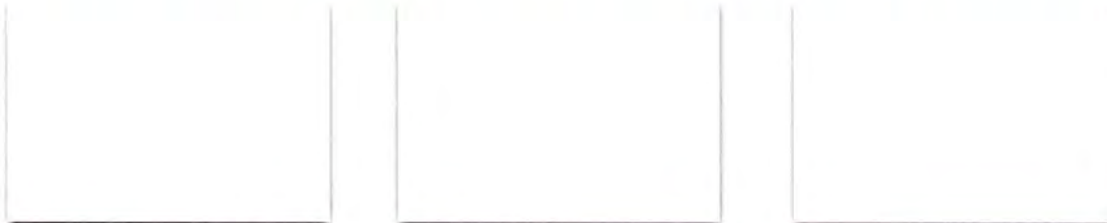
ON ACCOMMODATIONS, RESTAURANT MEALS, GROCERIES,  
CONCESSIONS OR OTHER FOOD, FUEL, AND OTHER THINGS



YOUTH SPORTS TOURNAMENTS  
LOCAL TEAM PRACTICES & GAMES  
CAMPS, CLINICS, & FAMILY EVENTS











18 YOUTH FIELDS





## TOPGOLF ECONOMIC IMPACT

-  \$32 million plus construction costs
-  +/- 270 jobs created during construction
-  +/- 400 jobs created at each new venue once operational
-  \$31.6 million in direct fiscal impact over 10 years (taxes, etc.)
-  \$265 million in local economic impact over 10 years
-  450,000 visitors per year to new prototype facilities
-  Premier practice venue for area golf teams and youth organizations
-  Premier destination for corporate, charity, and group entertainment














**SPORT MUST BE  
ACCESSIBLE TO  
WORKING CLASS  
YOUTH.**

**Pierre de Coubertin**

Father of the Modern Olympic Games

## 50+ YEAR COMMITMENT

- Comprehensive feedback gathered from the community, commissioners, and leading local businesses
- The social and economic hub for Uptown Fort Lauderdale
- Promote growth, enhance property values, provide family friendly entertainment, generate jobs, and increase tax revenue
- Public access to the grounds





*MLS Miami*

Millions of Dollars to the community  
thru tourism-based events, local  
commerce, and job creation

Economic  
Impact

Little or none

Youth Sports  
High School Football  
USL Championship  
Concerts / Festivals

Programming

1-2 years of MLS  
USL League 1

100%

Public Access

Private Training Compound

Millions of Dollars for  
duration of lease agreement

Revenue to the  
City of Fort  
Lauderdale

\$1.00 / year



## SIMILAR PRIVATE TRAINING FACILITIES



ATLANTA UNITED  
MARIETTA, GEORGIA



# SIMILAR PRIVATE TRAINING FACILITIES





## ENVISION UPTOWN, INC.

6300NE 1 Ave, Suite 100 Fort Lauderdale, FL 33334

February 26, 2019

Board of Directors  
2018-2019

Cary Goldberg  
Diversified Cos  
President

Guy Desautels  
Citrix  
Vice President

Dana Pollitt  
Adept Strategy & PR  
Secretary

Mario Benedetti  
Trividia Health  
Treasurer

Greg Stuart  
Broward MPO

Alan Goldberg  
Diversified Cos

John Heff  
HDR Engineering

Damian Polgar  
Auto Nation

Sam Poole, Esq  
Legal Advisor

VIA EMAIL: [dtrantalis@fortlauderdale.gov](mailto:dtrantalis@fortlauderdale.gov)  
Mayor Dean J. Trantalis  
City of Fort Lauderdale  
100 North Andrews Avenue  
Fort Lauderdale, FL 33301

Dear Mayor Trantalis:

Envision Uptown, Inc. was formed 6 years ago with the vision to create an Urban Village within the Uptown Area of Fort Lauderdale. The Urban Land Institute performed a Technical Assistance Panel (TAP) that created the Uptown Urban Village TAP Report. This report was unanimously adopted by the City of Fort Lauderdale City Commission. The following link is the ULI TAP Report.

*"The Uptown of the future has been transformed from its present workplace-based and car-dependent form of development into a walkable, bikeable, transit-oriented urban neighborhood composed of offices, residences, retail, hospitality, civic, and educational buildings, and both large and small well-defined public gathering spaces and parks."*

Our member list is 300 companies strong. Recently we took a sample of only 10 companies in Uptown and asked those companies how many employees are City of Fort Lauderdale "Residents". With only 10 companies sampled we have over 1,700 City of Fort Lauderdale "Residents". We can only expect that the other over 300 companies that we communicate with regularly, along with the hundreds of other companies located in Uptown corridor have thousands more City of Fort Lauderdale "Residents".

On February 26th, we met with representative from FXE Futbol, LLC in a meeting held at Trividia Health. They presented their concept to save Lockhart Stadium and revitalize the property with a multi-use community sports and entertainment complex. We strongly support their proposal and their focus on bringing an open and accessible destination park with a USL Championship (USLC) franchise to Fort Lauderdale. Their programming will help to stimulate the development and redevelopment of Uptown Fort Lauderdale.

We collectively spend hundreds of thousands of hours per year in Uptown Fort Lauderdale. Many of our members are across the street or are only blocks from Lockhart and we believe that activating the Lockhart property and making it 100% accessible to the community, and bringing a Championship USL team aligns with our company's vision of creating an area for employees to live, work and play.

Sincerely,

Envision Uptown, Inc.

Cary Goldberg  
President  
Envision Uptown, Inc.



March 1, 2019

VIA EMAIL: [dtrantalis@fortlauderdale.gov](mailto:dtrantalis@fortlauderdale.gov)

Mayor Dean J. Trantalis  
City of Fort Lauderdale  
100 North Andrews Avenue  
Fort Lauderdale, FL 33301

As the Managing Director of Xtreme Action Park, I write to urge approval of the FXE Futbol, LLC proposal to improve the area known as Lockhart Stadium and the adjacent areas. The vision of FXE Futbol is in line with the residents of both Fort Lauderdale and Broward County as FXE Futbol proposes to save the stadium, revitalize the entire property, offer public use areas, and create lasting jobs for the local population.

Xtreme Action Park has over 160 employees, of which 80 are residents of Fort Lauderdale. Many parties and owners will write you about the positive economic impact for the area and the tax revenue produced. What I urge you to consider is not only those clear benefits, but more importantly, the residents that will now have more opportunity and will benefit directly and indirectly because of FXE Futbol.

- Xtreme Action Park in full season employs over 200; FXE Futbol must represent >1000 jobs.
- >30% of Xtreme Action Park employees bike or skateboard to work meaning our employees **LIVE AND WORK** in this community.
- Xtreme Action Park increases revenue at local restaurants and gas stations as the owners inform us that when we close, their businesses surge; FXE Futbol will contribute even more.

The choice to support FXE Futbol is obvious. Any other choice would not represent the constituents and the businesses the aspire to positively develop and impact this area of Fort Lauderdale. Thank you for your consideration of the proposal put before you and your support.

Sincerely,

Nate Howard  
Xtreme Action Park

CC:  
Vice Mayor Ben Sorensen, [BSorensen@fortlauderdale.gov](mailto:BSorensen@fortlauderdale.gov)  
City Manager Chris Lagerbloom, [clagerbloom@fortlauderdale.gov](mailto:clagerbloom@fortlauderdale.gov)



[/UptownFortLauderdale](#)



[/EnvisionUptown](#)

[info@EnvisionUptown.com](mailto:info@EnvisionUptown.com) | [www.EnvisionUptown.com](http://www.EnvisionUptown.com)

# Questions?





**Ranking of Unsolicited Proposals Received by the City of Fort Lauderdale  
Pursuant to Section 255.065, Florida Statutes**

**Date: March 19, 2019**

Name: **Commissioner Heather Moraitis**

<b>Proposal</b>	<b>Ranking</b>
Miami Beckham United LLC	1
FXE Futbol, LLC	2

*Instructions*

Each member of the City Commission shall rank the proposal in order of preference. A number "1" indicating the preferred and first ranked proposal and a number "2" indicating the second ranked proposal.

**Ranking of Unsolicited Proposals Received by the City of Fort Lauderdale  
Pursuant to Section 255.065, Florida Statutes**

**Date: March 19, 2019**

**Name: Mayor Dean J. Trantalis**

<b>Proposal</b>	<b>Ranking</b>
Miami Beckham United LLC	1
FXE Futbol, LLC	2

*Instructions*

Each member of the City Commission shall rank the proposal in order of preference. A number "1" indicating the preferred and first ranked proposal and a number "2" indicating the second ranked proposal.

**Ranking of Unsolicited Proposals Received by the City of Fort Lauderdale  
Pursuant to Section 255.065, Florida Statutes**

**Date: March 19, 2019**

**Name: Commissioner Steven Glassman**

<b>Proposal</b>	<b>Ranking</b>
Miami Beckham United LLC	1
FXE Futbol, LLC	2

*Instructions*

Each member of the City Commission shall rank the proposal in order of preference. A number "1" indicating the preferred and first ranked proposal and a number "2" indicating the second ranked proposal.

**Ranking of Unsolicited Proposals Received by the City of Fort Lauderdale  
Pursuant to Section 255.065, Florida Statutes**

**Date: March 19, 2019**

**Name: Vice Mayor Ben Sorensen**

<b>Proposal</b>	<b>Ranking</b>
Miami Beckham United LLC	1
FXE Futbol, LLC	2

*Instructions*

Each member of the City Commission shall rank the proposal in order of preference. A number "1" indicating the preferred and first ranked proposal and a number "2" indicating the second ranked proposal.



**Ranking of Unsolicited Proposals Received by the City of Fort Lauderdale  
Pursuant to Section 255.065, Florida Statutes**

**Date: March 19, 2019**

**Name: Commissioner Robert L. McKinzie**

<b>Proposal</b>	<b>Ranking</b>
Miami Beckham United LLC	1
FXE Futbol, LLC	2

*Instructions*

Each member of the City Commission shall rank the proposal in order of preference. A number "1" indicating the preferred and first ranked proposal and a number "2" indicating the second ranked proposal.