CITY OF NORTH LAUDERDALE
COMMISSION MEETING
TUESDAY, APRIL 24, 2018
REGULAR MEETING – 6:00 p.m.

AGENDA

1. INVOCATION AND PLEDGE OF ALLEGIANCE – Commissioner Graziose

2. ROLL CALL

   Mayor Jack Brady
   Vice Mayor Rich Moyle
   Commissioner Jerry Graziose
   Commissioner Lorenzo Wood
   Commissioner Samson Borgelin
   City Manager Ambreen Bhatti
   City Attorney Samuel S. Goren
   City Clerk Patricia Vancheri

3. APPROVAL OF MINUTES

   a. April 10, 2018

4. PRESENTATIONS

   a. Representative Patricia Williams - Legislative Update

5. PROCLAMATIONS

   a. National Day of Prayer – May 3

   b. National Women’s Lung Health Week – Turquoise Initiative American Lung Association – May 6-12

   c. Municipal Clerks Week – May 6-12

   d. International Economic Development Week May 7-12

6. PUBLIC DISCUSSION
7. QUASI-JUDICIAL ITEMS

a. **SUBJECT:** Final Site Plan SPR 18-02 Peter Piper Pizza
   Folio#494111280027 McNab Road and Avon Lane

Final site plan approval to allow for a restaurant with amusement and entertainment facilities as accessory uses within a general business (B-3) zoning district.

APPLICANT: David Deck, Peter Piper Inc.

- All interested parties wishing to speak on this item are sworn in
- Staff presentation (Tammy Reed-Holguin)
- Public Hearing opened
- Public comments
- Public Hearing closed
- Commission discussion
- Commission motion and vote

**MOTION:** For consideration and approval of the Final Site Plan SPR 18-02 subject to the sixteen (16) conditions outlined in staff memorandum.

8. ORDINANCES SECOND READING

a. **ORDINANCE — Second Reading — Moratorium on Uses Including Automated Car Washes, Auto Wash Racks and Automobile Detailing or a Combination of These Uses**

- Motion, second and vote to read the ordinance
- Attorney reads title
- Staff presentation (Tammy Reed-Holguin)
- Public Hearing opened
- Public discussion
- Public Hearing closed
- Commission motion and second to adopt
- Commission discussion
- Commission vote

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF NORTH LAUDERDALE, FLORIDA, ESTABLISHING A MORATORIUM ON THE APPROVAL OR ISSUANCE OF ANY NEW LICENSES OR PERMITS AND THE PROCESSING OF QUASI-JUDICIAL AND ZONING ITEMS PERTAINING TO USES INCLUDING AUTOMATED CAR WASHES, AUTO WASH RACKS AND AUTOMOBILE DETAILING OR A COMBINATION OF THESE USES WITHIN THE CITY FOR TWELVE MONTHS AFTER THE ADOPTION OF THE ORDINANCE; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR EXCEPTIONS AND PROVIDING FOR AN EFFECTIVE DATE.
9.  **CONSENT AGENDA**

- Remove items from consent agenda if desired
- Commission motion, second and vote to read
- Attorney reads consent agenda
- Commission motion, second and vote to adopt the consent agenda

a. **RESOLUTION - Appointing Dwayne Smart as a regular member of the Community Sustainability Board**

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF NORTH LAUDERDALE, FLORIDA, PROVIDING FOR THE APPOINTMENT OF DWAYNE SMART (SPONSORED BY COMMISSIONER BORGELIN) TO SERVE ON THE COMMUNITY SUSTAINABILITY BOARD; PROVIDING FOR TERM OF OFFICE AND PROVIDING AN EFFECTIVE DATE.

b. **RESOLUTION – Re-installing Gracien Serge Champagne as a regular member of the Code Enforcement Board**

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF NORTH LAUDERDALE, FLORIDA, RE-INSTATING GRACIEN SERGE CHAMPAGNE WHO RESIDES IN DISTRICT “D”, AS A REGULAR MEMBER OF THE NORTH LAUDERDALE CODE ENFORCEMENT BOARD (SPONSORED BY COMMISSIONER SAMSON BORGELIN); PROVIDING FOR TERM OF OFFICE; AND, PROVIDING AN EFFECTIVE DATE.

c. **RESOLUTION – Vehicle and Equipment Surplus**

A RESOLUTION OF THE CITY OF NORTH LAUDERDALE, FLORIDA AUTHORIZING THE SURPLUS AND DISPOSAL OF ONE FORD F-150 PICK-UP AND ONE HORTON TERRASTAR AMBULANCE UNIT PER CITY CODE; AND PROVIDING AN EFFECTIVE DATE.

10. **OTHER BUSINESS**

a. **RESOLUTION – 5 Cent Gas Tax 2018**

- Motion, second and vote to read
- Attorney reads title
- Staff presentation (Susan Nabors)
- Commission motion and second to adopt
- Commission discussion
- Commission vote
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF NORTH LAUDERDALE, FLORIDA, ACCEPTING AND OTHERWISE AUTHORIZING THE CITY MANAGER OF THE CITY OF NORTH LAUDERDALE, FLORIDA, ON BEHALF OF SAID CITY, TO EXECUTE AND OTHERWISE ENTER INTO THE ATTACHED YEAR 2018 (FIFTH CENT) AMENDMENT TO INTERLOCAL AGREEMENT BETWEEN NORTH LAUDERDALE AND BROWARD COUNTY PROVIDING FOR THE DIVISION AND DISTRIBUTION OF THE PROCEEDS FROM THE BROWARD COUNTY FIFTH CENT ADDITIONAL LOCAL OPTION GAS TAX ON MOTOR FUEL FOR TRANSIT; AUTHORIZING THE CITY MANAGER TO DO ALL THINGS NECESSARY TO CARRY OUT THE AIMS OF THIS RESOLUTION; AND, PROVIDING AN EFFECTIVE DATE.

b. **RESOLUTION – 3 Cent Gas Tax 2018**

- Motion, second and vote to read
- Attorney reads title
- Staff presentation (Susan Nabors)
- Commission motion and second to adopt
- Commission discussion
- Commission vote

c. **RESOLUTION – Interlocal Agreement with Broward County for Temporary Debris Management Sites**

- Motion, second and vote to read
- Attorney reads title
- Staff presentation (George Krawczyk)
- Commission motion and second to adopt
- Commission discussion
- Commission vote
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF NORTH LAUDERDALE, FLORIDA, AUTHORIZING THE MAYOR TO ENTER INTO AN INTERLOCAL AGREEMENT WITH BROWARD COUNTY FOR THE USE OF BROWARD COUNTY DESIGNATED TEMPORY DEBRIS MANAGEMENT SITES AND RELATED FINAL DISPOSAL SERVICES; AND PROVIDING AN EFFECTIVE DATE.

d. **RESOLUTION** – Florida Department of Transportation (FDOT) Compensation Agreement for Street Lights Maintenance on State Road 7

- Motion, second and vote to read
- Attorney reads title
- Staff presentation (George Krawczyk)
- Commission motion and second to adopt
- Commission discussion
- Commission vote

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF NORTH LAUDERDALE, FLORIDA, AUTHORIZING THE CITY MANAGER OR HER DESIGNEE TO ENTER INTO A COMPENSATION AGREEMENT WITH FLORIDA DEPARTMENT OF TRANSPORTATION FOR THE MAINTENANCE OF THE STATE ROAD 7 STREET LIGHTS WITHIN THE CITY LIMITS; AND PROVIDING AN EFFECTIVE DATE.

e. **RESOLUTION** – Supporting the Broward MPO C-14 Greenway Improvements

- Motion, second and vote to read
- Attorney reads title
- Staff presentation (Tammy Reed - Holguin)
- Commission motion and second to adopt
- Commission discussion
- Commission vote

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF NORTH LAUDERDALE, FLORIDA, SUPPORTING THE BROWARD METROPOLITAN PLANNING ORGANIZATION (MPO) IN THEIR PURSUIT OF FUNDING RELATED TO THE ENHANCEMENTS OF THE CYPRESS CREEK GREENWAY AND TO IMPLEMENT SAID PROGRAMS IF AND WHEN FUNDING IS AVAILABLE; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

f. **RESOLUTION** – Calling the General Municipal Election to be held 11-06-2018

- Motion, second and vote to read
- Attorney reads title
- Staff presentation
- Commission motion and second to adopt
- Commission discussion
- Commission vote
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF NORTH LAUDERDALE, FLORIDA, CALLING AND PROVIDING FOR A GENERAL MUNICIPAL ELECTION TO BE HELD ON THE 6TH DAY OF NOVEMBER, 2018, TO PROVIDE FOR THE ELECTION OF MAYOR AT LARGE, ONE COMMISSIONER FROM DISTRICT “A” AND ONE COMMISSIONER FROM DISTRICT “B”; PROVIDING FOR TIMES OF SAID ELECTION; PROVIDING FOR A QUALIFYING PERIOD; PROVIDING FOR POLLING PLACES; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

11. REPORTS

a. Memorial Day – Mike Sargis

b. Designation of Opportunity Zone in North Lauderdale – Tammy Reed-Holguin

12. COMMISSION COMMENTS

a. [Ceremonial Items Request for May 29, 2018 (Commissioner Borgelin)]

13. CITY MANAGER COMMENTS

a. Discussion and approval of amended language to condition #16 for approved final site plan SPR 17-06 for the Spin Car Wash

   i. Current approved Commission language in site plan order

Execution by the City of the final site plan order is contingent upon receipt of a written agreement by and between: Walmart, The Arena Group and Spin Car Wash clearly indicating the responsible party(ies) for the landscaping on the site and on both sides of the wall running north to south on the western most side of the property.

   ii. Proposed amended language

Execution of the Final site plan order is contingent upon receipt of a written agreement clearly indicating the responsible party (ies) being the property owner and conveying to all future property owners for the landscaping on the site including the landscaping on both sides of the wall running north to south on the western most side of the property (Folio No. 494111280023).

14. CITY ATTORNEY COMMENTS

a. [Charter Review Committee Recommendations – Sam Goren /Nivia Roldan]

15. ADJOURNMENT
The City of North Lauderdale City Commission met on Tuesday, April 10, 2018 at the Municipal Complex. The meeting convened at 6:05 p.m.

1. INVOCATION AND PLEDGE OF ALLEGIANCE – Commissioner Borgelin gave the invocation and led the pledge.

2. ROLL CALL – Clerk called roll. All present.

   Mayor Jack Brady (by teleconference)
   Vice Mayor Rich Moyle
   Commissioner Jerry Graziose
   Commissioner Lorenzo Wood
   Commissioner Samson Borgelin
   City Manager Ambreen Bhatty
   City Attorney Samuel S. Goren
   Deputy City Clerk Elizabeth Garcia- Beckford

3. APPROVAL OF MINUTES

   a. March 13, 2018 (Amended) – Commissioner Graziose moved to approve the Minutes. Seconded by Mayor Brady. Minutes approved unanimously.

   b. March 27, 2018 – Commissioner Graziose moved to approve the Minutes. Seconded by Commissioner Wood. Minutes approved unanimously.

4. PRESENTATIONS

   a. Somerset Prep Academy 2017/18 Girls High School Basketball State Champions

   Certificates were read into the record and presented by the Commission to the Somerset Prep Boys and Girls High School Basketball Team for being awarded 2017-18 Boys District Champs and Florida High School State Final 4 and 2017 -2018 Girls District Champions and Florida High School Class 3A Basketball State Champions. Mayor Jack Brady congratulated the Somerset Boys and Girls Basketball Team on their awards. Somerset Prep Academy Principal McGhee also congratulated the student athletes on their achievement.

1. Tyesha Battle
2. Alexis Gibbs
3. Mariah Santana
4. Christina Grant
5. Michyah Simmons
6. Mya Kone
7. Zaria Blake
b. Somerset Prep Academy 2017/18 Boys High School Basketball State Champion Runner Ups

Certificates were read into the record and presented by the Commission as indicated under Presentations 4a.

1. Michal Antoine
2. Keelan Bell
3. Javaunie Brown
4. Jayden Brown
5. Josiah Brown
6. Joshua Brown
7. Emerson Clermond
8. Jose Etienne
9. Dawson Jean
10. Guerby Lafleur
11. Jordan Lebron
12. Roger Maynard
13. Karim Nelson
14. Tareq Tate


Susan Nabors, Finance Director presented Mr. Tony Grau who gave a PowerPoint presentation. Mr. Grau presented an overview of the annual financial audit report conducted. He reported an unmodified opinion with no deficiencies identified and no current year findings and recommendations. Commissioner Borgelin inquired what an unrestricted fund balance is. Mr. Grau replied that these are funds that can be used with no restrictions and provided an example of restricted balances to show the difference. Commissioner Borgelin also asked if they came across any errors and it was stated that there were no significant findings that needed to be reported.

d. Broadview/Pompano Park Civic Association Check Presentation to Fire Explorer Program and North Lauderdale Recreation Foundation

President of the Broadview/Pompano Civic Association and Jerry Graziuse and Treasurer Joyce Clyde, presented two $1,500 checks to the Fire Explorer program and to the North Lauderdale Recreation Foundation. There were two Fire Explorers, Jevann Videau and Fitz Marrugo, that were present at the meeting and recognized by Deputy Chief Sweet for being awarded scholarships. Commissioner Graziuse mentioned there is an upcoming Fire Explorer competition. Deputy Chief Sweet confirmed the North Lauderdale Fire Explorers will be participating at the Annual Broward County Fire Explorer Competition taking place this month on April 15, 2018.

5. PROCLAMATIONS

a. Earth Day – April 22 – Clerk read Proclamation into the record. Commissioner Wood requested to have the Proclamation sent to the schools in the city.

6. PUBLIC DISCUSSION

No one signed up to speak under Public discussion. However, Ms. Russell was allowed to speak later during the meeting.

Ms. Kerland Russell, introduced herself, advising she is involved with Sister’s Understanding Naturally, a non-profit organization, whose mission is to connect with children and families. She stated that she would like
to hold a Haitian event on Thursday, May 17, 2018, at Riverside Christian Church in Kimberly Square. Ms. Russell requested support from the city for a stage. City Manager Bhatty explained to Ms. Russell she would need to go through the special event process at the city and asked her to submit proper documentation to the Community Development Department.

7. ORDINANCES SECOND READING

a. ORDINANCE – Second Reading – Fiscal Year (FY) 2018 Budget Amendment

Commissioner Graziose moved to read. Seconded by Commissioner Wood. Attorney read:

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF NORTH LAUDERDALE, FLORIDA, AMENDING ORDINANCE NO. 17-09-1360 BY WHICH THE CITY COMMISSION DID ADOPT THE BUDGET OF THE CITY OF NORTH LAUDERDALE FOR THE 2017/2018 FISCAL YEAR, TO REVISE THE BUDGET AS DOCUMENTED IN “EXHIBIT A” ATTACHED; PROVIDING FOR CONFLICTS, SEVERABILITY, AND, PROVIDING FOR AN EFFECTIVE DATE.

Susan Nabors, Finance Director presented the item based on the backup memorandum for second reading into the record. She advised this is an amendment to the budget to appropriate funds in the Finance Department budget in FY 2017/2018 for a Senior Accountant’s position recently approved by the Commission, in an amount of $50,000 which would come from the General Fund balance. There was no discussion. Commissioner Graziose moved to adopt. Seconded by Commissioner Wood. Clerk called roll. All YES.

ORDINANCE NO. 18-04-1368 PASSED AND ADOPTED UNANIMOUSLY.

b. ORDINANCE – Second Reading – Ordinance Extending Moratorium on the Issuance of any new Licenses or Permits for Uses that Involve the Cultivation, Processing and Dispensing of Medical Marijuana/Cannabis

Commissioner Graziose moved to read. Seconded by Commissioner Wood. Attorney read:

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF NORTH LAUDERDALE, FLORIDA, EXTENDING THE MORATORIUM ON THE APPROVAL OR ISSUANCE OF ANY NEW LICENSES OR PERMITS FOR USES THAT INVOLVE THE DISPENSING OF MEDICAL MARIJUANA/CANNABIS WITHIN THE CITY OF NORTH LAUDERDALE UNTIL NOVEMBER 1, 2018, WHICH WAS ENACTED PURSUANT TO ORDINANCE NO. 16-04-1327 ORIGINALLY ADOPTED ON APRIL 26, 2016, AND WAS EXTENDED UNTIL MAY 1, 2017 PURSUANT TO ORDINANCE NO. 16-10-1343 ADOPTED ON OCTOBER 11, 2016, WHICH WAS EXTENDED UNTIL NOVEMBER 1, 2017, PURSUANT TO ORDINANCE NO. 17-04-1350 ADOPTED ON APRIL 25, 2017 WHICH WAS EXTENDED UNTIL APRIL 30, 2018, PURSUANT TO ORDINANCE NO. 17-10-1363 ADOPTED ON OCTOBER 10, 2017 BUT IN NO EVENT LONGER THAN THE TIME NEEDED FOR THE CITY ADMINISTRATION TO COMPLETE A COMPREHENSIVE ANALYSIS OF THE ISSUES RELATED TO THE REGULATION MEDICAL MARIJUANA USES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

Tammy Reed-Holguin, Community Development Director, presented the item based on the back up memorandum for second reading into the record. She indicated this is the second reading for consideration and adoption for the request to extend the moratorium on the issuance of any new licenses or permits for uses that involve cultivation, processing and dispensing of medical marijuana/ cannabis for an additional six months until November 1, 2018. She advised there is no comparable community who has legalized marijuana that can
provide data on the impact of the industry since the business is new to Florida. There are thirteen municipalities who have banned these establishments and eight others who have adopted regulations and allow them. She explained other cities have varied reasons for making the decision to ban these establishments within the State’s regulations, based on the number, location and distance separation; and also due to the limited ability to regulate these types of establishments and the States direction to treat these establishments the same as pharmacies. The City Administration recommends the extension to allow time to set up a workshop to present current legislation and to discuss two options with the Commission to prepare an ordinance. Commissioner Borgelin asked for an explanation on what a moratorium means for the residents to better understand. Ms. Reed Holguin provided an explanation on a moratorium in terms of providing a period of time to gather and present information on this item to the City Commission for consideration. City Manager Bhatty provided the example of a moratorium as a timeout. Commissioner Graziose moved to adopt. Seconded by Commissioner Borgelin. There being no further discussion the clerk called roll. All YES.

ORDINANCE NO. 18-04-1369 PASSED AND ADOPTED UNANIMOUSLY.

8. OTHER BUSINESS

a. ORDINANCE – First Reading - Moratorium on Uses Including Automated Car Washes, Auto Wash Racks and Automobile Detailing or a Combination of These Uses

Commissioner Graziose moved to read. Seconded by Commissioner Wood. Attorney read:

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF NORTH LAUDERDALE, FLORIDA, ESTABLISHING A MORATORIUM ON THE APPROVAL OR ISSUANCE OF ANY NEW LICENSES OR PERMITS AND THE PROCESSING OF QUASI-JUDICIAL AND ZONING ITEMS PERTAINING TO USES INCLUDING AUTOMATED CAR WASHES, AUTO WASH RACKS AND AUTOMOBILE DETAILING OR A COMBINATION OF THESE USES WITHIN THE CITY FOR TWELVE MONTHS AFTER THE ADOPTION OF THE ORDINANCE; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR EXCEPTIONS AND PROVIDING FOR AN EFFECTIVE DATE.

Tammy Reed-Holguin, Community Development Director, presented the item based on the back up memorandum for first reading into the record. She indicated there is an influx in the number of carwashes, auto car wash racks and automobile detailing services in the city. There are currently 10 car washes and one newly approved site plan for a car wash within the city. The moratorium would allow for a review of commercial uses in relation to the goals of redevelopment in the City’s Comprehensive Plan and would assist in identifying needed amendments to the zoning code. Commissioner Borgelin questioned what happens if someone walks in with a plan during the moratorium. Ms. Reed-Holguin responded she would explain that a moratorium is in a place and they cannot accept the item at this time. Ms. Reed- Holguin advised the City Administration recommends approval of the ordinance to institute a moratorium on the issuance of building permits and local business tax receipts for automated car washes, auto wash racks and automobile detailing or a combination of these uses throughout the city. Commissioner Graziose moved to approve. Seconded by Commissioner Wood. Clerk took roll. ALL YES.

ORDINANCE PASSED UNANIMOUSLY ON FIRST READING.

b. RESOLUTION – Letter Of Intent to purchase a 2019 Freightliner M2 Chassis and remount of Patient Holding Compartment

Commissioner Graziose moved to read. Seconded by Commissioner Wood. Attorney read:
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF NORTH LAUDERDALE, FLORIDA, AUTHORIZING THE CITY MANAGER, OR HER DESIGNEE, TO EXECUTE A LETTER OF INTENT TO PURCHASE A 2019 FREIGHTLINER FIRE RESCUE VEHICLE M2 CHASSIS AND A TOTAL REMOUNT USING THE PATIENT HOLDING COMPARTMENT OF THE DAMAGED 2014 RESCUE UNIT 34; AND PROVIDING FOR AN EFFECTIVE DATE.

Deputy Fire Chief David Sweet presented the item based on the back up memorandum. He indicated the City Administration is recommending consideration and approval of the resolution to authorize the City Manager or her designee to execute a letter of intent with REV-RTC/Hall-Mark RTC for the purchase of a 2019 Freightliner M2 Chassis and total remount using the Patient Holding Compartment of the damaged 204 Rescue unit 34. This will enable us to use the back compartment of a rescue unit that was badly damaged in a recent accident and mount it on a new rescue unit. Commissioner Borgelin inquired if there are pictures of the vehicle. Deputy Chief Sweet did not have any pictures available to provide to view at the meeting and stated he could provide the pictures at a later time. Commissioner Borgelin asked Deputy Chief Sweet to explain the accident. Deputy Chief Sweet provided an explanation of the incident, advising that while transporting a patient to Plantation General Hospital, Rescue 34 sustained significant damage from an auto accident that occurred on State Road 7 in the City of Lauderhill. Commissioner Wood thanked the Fire Rescue Department for their due diligence. Commissioner Wood questioned the cost of the new vehicle. Deputy Sweet mentioned that a new vehicle cost is approximately $325,000 but since we are using parts of the damaged vehicle, the total cost for this unit will be around $165,000. Commissioner Wood stated that there is a saving of $160,000 by just buying the chassis and using the back compartment from the old vehicle. Deputy Chief Sweet thanked Human Resources Manager, Jennifer Yarmitzky for her assistance with working with the City’s Insurance provider to get the Actual Cash Value in an amount of $76,250 so that only $90,576 will be used from the City funds to towards this new rescue unit. (Mayor Brady moved to approve. Seconded by Commissioner Graziose. Clerk took roll. ALL YES.

RESOLUTION NO. 18-04-6503 PASSED AND ADOPTED UNANIMOUSLY.

c. RESOLUTION – SW 79th Ave Canal Bank Rehabilitation Design and Construction Project

Commissioner Graziose moved to read. Seconded by Commissioner Wood.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF NORTH LAUDERDALE, FLORIDA, AUTHORIZING THE CITY MANAGER OR HER DESIGNEE TO AWARD TOTAL MUNICIPAL SOLUTIONS INC, UNDER THE TERMS OF RFQ 16-06-361, FOR CIVIL ENGINEERING SERVICES IN AN AMOUNT NOT TO EXCEED $52,725.00, FOR THE DESIGN, GEOTECHNICAL SERVICES, CONSTRUCTION INSPECTION SERVICES, FINAL CERTIFICATIONS, AND PROJECT MANAGEMENT FOR THE CANAL BANK RESTORATION PROJECT ON SW 79th AVE; AND PROVIDING AN EFFECTIVE DATE.

George Krawczyk, Public Works Director, presented the item based on the back up memorandum. He reported there is a canal bank erosion issue along the properties located at 717, 719 and 721 SW 79 Avenue. Mr. Krawczyk indicated that based on the findings from the study conducted by staff last year it was determined that there is a canal undercutting 8 feet below the surface that extends 5 feet into the bank creating a cave like condition; the limestone is cracked and the bank is failing. Mr. Krawczyk indicated City Administration recommends the approval of the resolution to award Total Municipal Solutions, Inc. under the terms of RFQ 16-06-361, for civil engineering for the canal bank rehabilitation project on SW 79 Ave. He advised Total Municipal Solutions is the same engineer that studied the canal bank to determine the problem and the staff is recommending using the same engineering firm to prepare design documents for the rehabilitation project. Once the design phase is completed, the project will be put out on the street for an RFP for the actual construction. Commissioner Borgelin asked where the house is located that the canal work is being done. Mr. Krawczyk
restated the address and explained the location of the properties along the canal. Commissioner Wood asked about the RFP process, what they look for in the selection of a vendor. Mr. Krawczyk replied they look at the lowest price and the most responsive bidder. Commissioner Graziouse moved to approve. Seconded by Commissioner Wood. Clerk took roll. All YES.

RESOLUTION NO. 18-04-6504 PASSED AND ADOPTED UNANIMOUSLY.

d. RESOLUTION – Appointing Claire Pierre to the Code Enforcement Board

Commissioner Graziouse moved to read. Seconded by Commissioner Wood.

Attorney read:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF NORTH LAUDERDALE, FLORIDA, APPOINTING CLAIRE PIERRE AS A REGULAR MEMBER OF THE NORTH LAUDERDALE CODE ENFORCEMENT BOARD (SPONSORED BY VICE MAYOR MOYLE); PROVIDING FOR TERM OF OFFICE; AND, PROVIDING AN EFFECTIVE DATE.

Vice Mayor Moyle inquired if the board applicant was present in the audience. Ms. Claire Pierre stood and greeted everyone. She was applauded by the Commission and those present for being appointed to serve on the Code Enforcement Board. Commissioner Graziouse moved to approve. Seconded by Commissioner Wood. Clerk took roll. All YES.

RESOLUTION NO. 18-04-6505 PASSED AND ADOPTED UNANIMOUSLY.

e. RESOLUTION – Appointing Jehan D. Wilson to the Community Sustainability Board

Commissioner Wood moved to read. Seconded by Commissioner Graziouse.

Attorney read:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF NORTH LAUDERDALE, FLORIDA, PROVIDING FOR THE APPOINTMENT OF JEHAN D. WILSON (SPONSORED BY COMMISSIONER JERRY GRAZIOSE) TO SERVE ON THE COMMUNITY SUSTAINABILITY BOARD; PROVIDING FOR TERM OF OFFICE AND PROVIDING AN EFFECTIVE DATE.

Jehan D. Wilson, who was present in the audience, greeted everyone and was applauded by the Commission and those present for being appointed to serve on the Community Sustainability Board. Commissioner Graziouse moved to approve. Seconded by Commissioner Wood. Clerk took roll. All YES.

RESOLUTION NO. 18-04-6506 PASSED AND ADOPTED UNANIMOUSLY.

9. REPORTS

a. Community Appearance Awards Program

Katherine Randall, Assistant Community Development Director, provided information on the award process and passed out the award nomination forms to the Commission and City Manager. The program award focus is to recognize residents and property owners whose properties have an aesthetically pleasing appearance. This program applies to all categories of properties within the City.

b. Opportunity Zones Designation in the City of North Lauderdale

Katherine Randall, Assistant Community Development Director, presented the item based on the back memorandum and PowerPoint presentation. She indicated the Opportunity Zones program was established by the Tax Cut and Jobs Act of 2017 to encourage long-term investment in economically distressed communities. She advised the predominance of the City of North Lauderdale's census tracts, with the exception of one contiguous zone and one development on the east side of the City, meet the qualifications for designation as low-income Opportunity Zones. The following three out of the eleven eligible low-income (LIC) census tracts
for Federal designation as Qualified Opportunity Zones are being recommended for nomination, Census Tract #12011020404 (Tract includes commercial corridor on State Road 7), Census Tract #12011020412 (Tract is entirely in North Lauderdale), Census Tract #12011050309 (Tract is partially in Tamarac and has also been nominated by the City of Tamarac). Ms. Randall advised the Opportunity program would improve the ability to attract private development opportunities and will improve the quality to create a more vibrant future by cultivating economic diversity, enhanced training and redevelopment opportunities. Commissioner Wood inquired if there is any lobbying allowed in this process. Ms. Randall responded we do not have a lobbyist although we can.

c. North Lauderdale Days Update

Mike Sargis, Parks and Recreation Director, provided information on the parking preparations, scheduled performers and the vendors for the upcoming North Lauderdale Days taking place on Friday April 13 and Saturday April 14, 2018. He passed out an updated vendor list to the Commissioners and the City Manager.

10. COMMISSION COMMENTS

a. RESOLUTION - Broward League of Cities Board of Directors Appointments

Commissioner Graziose moved to read. Seconded by Commissioner Wood. Attorney read:

A RESOLUTION OF THE NORTH LAUDERDALE CITY COMMISSION APPOINTING A DIRECTOR, AN ALTERNATE DIRECTOR AND A SECOND ALTERNATE TO THE BROWARD LEAGUE OF CITIES BOARD OF DIRECTORS EFFECTIVE JUNE 2018 THROUGH MAY 2019 PROVIDING THAT A COPY OF THIS RESOLUTION BE SENT TO MARY LOU TIGHE, EXECUTIVE DIRECTOR OF THE BROWARD LEAGUE OF CITIES; AND PROVIDING AN EFFECTIVE DATE.

There was brief discussion by the Mayor and the City Commissioners to keep the same Board of Directors as last year. Commissioner Graziose moved to approve. Seconded by Commissioner Wood. Clerk took roll. Mayor Brady – YES; Commissioner Borgelin – NO; Commissioner Graziose – YES; Commissioner Wood – YES; Vice Mayor Moyle – YES. MOTION PASSED ON A 4-1 VOTE; Commissioner Borgelin dissenting.

b. Discussion and possible motion to approve attendance at the Broward League of Cities’ 61st Annual Gala Installation Dinner on Saturday, May 19, 2018 at Margaretville, Hollywood – Sponsorship of $2,500 or $145 per person for attendees

City Manager Ambreen Bhatti presented the item. There was a brief discussion on the expense to attend the Gala. Commissioner Borgelin inquired on using funds to help the youth in the community instead of the Commissioners attending the Gala. City Manager advised the Gala is intended for officials and Commissioner Wood mentioned that the City already contributes $1,000 towards the Broward League of Cities scholarship that is more beneficial in helping the students. Mayor Brady moved to approve the purchase of a $145 ticket per person to attend the Gala. Seconded by Commissioner Graziose. Clerk called roll. Mayor Jack Brady – YES; Commissioner Borgelin – NO; Commissioner Graziose – YES; Commissioner Wood – YES; Vice Mayor Moyle – YES; MOTION PASSED ON A 4-1 VOTE; Commissioner Borgelin dissenting.

c. Discussion and possible motion to purchase a table of ten in the amount of $450 for the ADRC 35th Annual Dr. Nan S. Hutchison Broward Senior Hall of Fame Breakfast on Friday, May 4, 2018 at 9:00 a.m. at Renaissance Hotel
Vice Mayor Moyle presented the item. **Commissioner Graziose moved to approve the purchase. Seconded by Mayor Brady. Clerk called roll. All YES.**

d. **Ceremonial Items Request for May 08, 2018**
   - Recognizing Fire Department Staff for two calls of Assistance - Requested by Commissioner Graziose to recognize their response to a fire in Pompano Beach and to the Stoneman Douglas High School shooting. Commission consensus was to proceed.

Commissioner Borgelin distributed a Ceremonial item request form to the Commission to recognize five people for helping in the community, demonstrating a fight for human integrity and decency:
   - Recognizing Haitian Heritage Month for May 08, 2018 – Commission consensus was to proceed.

**Commissioner Borgelin** – Thanked the BSO deputies for their traffic patrol work on 81st and Kimberly Blvd and asked what can be done regarding an issue with people making an illegal left turn when going South onto 81st when there is only supposed to be a right turn. He thanked all involved, the Community Development Department and City Manager for the help given to the resident with an A/C Permit request. He advised there needs to be improvements to Customer Service for permits and zoning and getting through on the phone to the department; and also advised it is critical that all people are served despite language barriers. He mentioned the positive feedback he received from the women who were recognized for Women’s History Month on March 27, 2018, and expressed their appreciation for being recognized. He thanked the City Clerk for the Amended Commission Meeting Minutes March 13, 2018, the verbatim comments under public discussion which helped him to know what was stated. He requested a transcription of the section of the comments at the end of the Strategic Workshop on March 29, 2018, pertaining to the discussion on ceremonial items and to his comments regarding bullying. Commissioner Borgelin asked for clarification, indicating he is confused if it is correct that Commissioners cannot speak with the Fire Union. Attorney Goren replied for the record, No. Attorney Goren explained in accordance to F.S. 447, there is no discussion allowed. He spoke on the statutory provisions relating to the disclosure of privileged information. He indicated there are only three instances that discussions take place which are during a Shade Meeting for pending litigations and licenses; during a Collective Bargaining Session which involves closed door discussions for negotiations and during Security Matters for Public Buildings, which was passed after 911, and allows discussion on security that the public has no right to know. He cautioned that failure to comply can result in the city being charged for unfair labor practices and inquiries by PERC, (Public Employee Relations Commission), regarding the process of collective bargaining and labor practices. Attorney Goren emphasized that discussions with the Fire Union is not allowed, disclosure is a crime and failure to comply will result in legal consequences. Commissioner Borgelin stated for the record that he did not have any conversation with Captain Sargent.

**Commissioner Graziose** – Spoke on a summer work program offered through the Career Source Broward organization that will pay half a student’s salary if you hire a student. He advised he is working with staff on MPO initiatives and came up with five projects, citywide transportation projects. The Greenway Committee is seeking funding and working to finalize a greenway plan, from “Everglades to the Coast”. He advised the Broward League of Cities will be distributing 100 books, 32 pages, one for each city from the Travel Convention Issue.

The City Manager directed the City Clerk’s office to contact the Broward League of Cities to have the book presented at a City Commission meeting.

**Commissioner Wood** – Thanked the City Manager and Staff for all their hard work and expressed appreciation for their availability to provide assistance while he was out of town. He spoke on his experience attending a National League of Cities meeting, and the importance of attending to learn about programs that are available such as the discount prescription plan for residents.

**Vice Mayor Moyle** – Had no comments.
Mayor Brady – Thanked Staff, City Clerk and Deputy Clerk for their hard work. He regularly calls in to speak with the Clerk’s office regarding city matters.

12. CITY MANAGER COMMENTS

Ms. Bhatty informed the Commission on the Prescription Discount Card program in collaboration with the National League of Cities that is being launched next week on Monday. She advised there will be a press release to the media on Thursday and flyers with information that will be distributed during North Lauderdale Days. The free discount cards will be made available only to city residents and the cards can be picked up at the Parks and Recreation Teen Center. The discount service is available for anyone that does not have insurance and can be used anytime your prescription is not covered by insurance. The discount card also includes pet prescriptions.

13. CITY ATTORNEY COMMENTS

Attorney Goren provided an update on law suits that have been filed by Everytown on regulation, preemption, on gun rule against the state, sheriff, and the clerk of courts. He advised he will forward a copy of the complaint to the City Commission. He indicated the City Commission meeting will adjourn to convene to the North Lauderdale Recreation Foundation, Inc., which he stated for the record is a non-profit 501(3)(c) organization, a separate entity from the City Commission.

14. ADJOURNMENT CONVENE TO NORTH LAUDERDALE RECREATION FOUNDATION

There being no further discussion the City Commission meeting adjourned at 8:48 p.m.

Respectfully submitted,

City Clerk, Patricia Vancheri., CMC
Transcribed by Deputy City Clerk Elizabeth Garcia- Beckford, CMC
PROCLAMATION

NATIONAL DAY OF PRAYER

WHEREAS, the 67th observance of the National Day of Prayer will be held on Thursday, May 3, 2018, with the theme “Pray for America - Unity” based on Ephesians 4:3, and

WHEREAS, a National Day of Prayer has been part of our national heritage since it was declared by the First Continental Congress in 1775 and the United States Congress in 1952 approved as a Joint Resolution, and

WHEREAS, the President shall set aside and proclaim a suitable day each year, other than a Sunday, as a National Day of Prayer, on which the people of the United States may turn to God in prayer and meditation at churches, in groups and as individuals” and

WHEREAS, the United States Congress, in 1988 by Public Law 100-307, as amended, establishes, “An act to provide for setting aside the first Thursday in May as the date on which the National Day of Prayer is celebrated,” and

WHEREAS, the Leaders and citizens of our communities, cities, states and nation are afforded the privilege of prayer with the joy of seeking divine guidance, strength, protection and comfort from Almighty God; and

WHEREAS, we, citizens of the City of North Lauderdale treasure the freedom to gather in prayer, exercising reliance on God’s power in the face of present challenges and threats, asking for His blessing on every individual of our city; and

WHEREAS, on May 3, 2018, the National Day of Prayer, houses of worship, community gatherings, in our homes, and in neighborhoods all across our country prayers will be offered in recognizing and giving thanks for the freedom to practice our faith as we see fit, whether individually or in fellowship.

NOW, THEREFORE, We, the City Commission of the City of North Lauderdale, Florida hereby proclaim May 3, 2018 as the

NATIONAL DAY OF PRAYER

and urge all of the residents of our City to honor this observance.

Dated this 24th day of April, 2018.

_________________________________
MAYOR JACK BRADY
Proclamation

NATIONAL WOMEN’S LUNG HEALTH WEEK/
TURQUOISE TAKEOVER INITIATIVE

WHEREAS, lung cancer is the #1 cancer killer of women and men in the U.S. and every eight minutes, one woman in the U.S. loses her battle with lung cancer and;

WHEREAS, advocacy and increased awareness will result in screening and early detection for people with lung cancer that will ultimately save lives; and

WHEREAS, public support for research funding will result in better treatment and early detection methods that will ultimately save lives; and

WHEREAS, LUNG FORCE is a national initiative led by the American Lung Association, to fight against lung cancer; and

WHEREAS, 97% of women don’t even have lung cancer on their radar; 61% of women incorrectly believe, or are not sure, that lung cancer has a similar survival rate to other cancers, when in fact lung cancer survival rates are about five times lower than other major cancers; and

WHEREAS, close to 400,000 Americans are living with lung cancer and nearly 160,000 Americans die of lung cancer each year; and

WHEREAS, the number of women dying from lung cancer each year has nearly doubled over the past 30 years; and

NOW THEREFORE, the Mayor and Commission of the City of North Lauderdale, urges all residents, businesses and municipalities in Broward to become educated about the high incidences of lung cancer, risk factors, and screening options for both men and women, and encourages participation by turning communities Turquoise in support of the National Women’s Lung Health Week/Turquoise Takeover Initiative during the week of May 6-12.

Dated this 24th day of April 2018

____________________________
MAYOR JACK BRADY
Proclamation

Municipal Clerks Week
May 6 - 12, 2018

WHEREAS, The Office of the Municipal Clerk, a time honored and vital part of local government exists throughout the world, and

WHEREAS, The Office of the Municipal Clerk is the oldest among public servants, and

WHEREAS, The Office of the Municipal Clerk provides the professional link between the citizens, the local governing bodies and agencies of government at other levels, and

WHEREAS, Municipal Clerks have pledged to be ever mindful of their neutrality and impartiality, rendering equal service to all.

WHEREAS, The Municipal Clerk serves as the information center on functions of local government and community.

WHEREAS, Municipal Clerks continually strive to improve the administration of the affairs of the Office of the Municipal Clerk through participation in education programs, seminars, workshops and the annual meetings of their state, provincial, county and international professional organizations.

WHEREAS, it is most appropriate that we recognize the accomplishments of the Office of the Municipal Clerk.

NOW, THEREFORE, I, the Mayor and Commission of the City of North Lauderdale recognizes the week of May 6 through May 12, 2018, as

MUNICIPAL CLERKS WEEK

and further extend appreciation to our Municipal Clerk, Patricia Vancheri and Deputy Clerk Elizabeth Garcia-Beckford and to all Municipal Clerks for the vital services they perform and their exemplary dedication to the communities they represent.

Dated this 24th day of April, 2018

MAYOR JACK BRADY
Proclamation

NATIONAL ECONOMIC DEVELOPMENT WEEK

WHEREAS, the International Economic Development Council is the largest professional economic development organization dedicated to serving economic developers; and

WHEREAS, the International Economic Development Council provides leadership and excellence in economic development for communities, members, and partners through conferences, training courses, advisory services and research, in-depth publications, public policy advocacy, and initiatives such as the Accredited Economic Development Organization program and the Certified Economic Developer designation; and

WHEREAS, economic developers promote economic well-being and quality of life for their communities by creating, retaining, and expanding jobs that facilitate growth, enhance wealth, and provide a stable tax base; and

WHEREAS, economic developers stimulate and incubate entrepreneurship in order to help establish the next generation of new businesses, which is the hallmark of the American economy; and

WHEREAS, economic developers are engaged in a wide variety of settings including rural and urban, local, state, provincial, and federal governments, public-private partnerships, chambers of commerce, universities, and a variety of other institutions; and

WHEREAS, economic developers attract and retain high-quality jobs, develop vibrant communities, and improve the quality of life in their regions; and

WHEREAS, economic developers work in the City of North Lauderdale within the State of Florida.

NOW THEREFORE, the Mayor and Commission of the City of North Lauderdale, hereby recognize the week of May 7 - 12, 2018 as

“Economic Development Week”

in the City of North Lauderdale and reminds individuals of the importance of this community celebration which supports expanding career opportunities and improving quality of life.

Dated this 24th day of April, 2018

MAYOR JACK BRADY
TO: Mayor and City Commission
FROM: Ambreen Bhatti, City Manager
BY: Tammy Reed-Holguin, Community Development Director
DATE: April 24, 2018
SUBJECT: Site Plan SPR 18-02
Final site plan approval to allow for a restaurant with amusement and entertainment facilities as accessory uses within a general business (B-3) zoning district.

Folio # 4941 11 28 0027 - McNab Road and Avon Lane

APPLICANT: David Deck, Peter Piper Inc.

Peter Piper Inc. is proposing to build a restaurant that is 7,540 square feet, on 1.21 acres of vacant land located on the East end of the new Walmart site on McNab Road. The City Commission approved the preliminary site plan and the Special Exception Use permit for the accessory use of family amusement and entertainment within the restaurant on March 27, 2018. Tonight we are presenting the final site plan for approval.

Background:
The proposed development includes a restaurant with family amusement and entertainment facilities. It provides a family friendly restaurant atmosphere to dine, hold parties and to play arcade games. The restaurant’s core demographic is children under the age of 13 year olds and their families. This is a new use for the City and is anticipated to be frequented by the many families within and near the City. The hours of operation are Monday through Thursday and Sunday 11 am till 10 pm, Friday 11 am – 11 pm, Saturday 10 am – 11 pm. The restaurant will also contain 40 arcade games. The proposed restaurant/entertainment use represents a $1.5 million dollar investment in the City. Peter Piper Pizza plans to hire 8 full time employees and 25 part time employees. Peter Piper Pizza also employs many outside vendors to manage the game machines, IT services and other services.

The City’s professional planners reviewed the site plan and verified that the site meets all required City Code parking requirements by providing 117 spaces including 3 ADA spaces where according to Section 106-223 (a)(17) of the City Code of Ordinances 70 parking spaces including 3 ADA spaces are required. There are 70 parking spaces on site and the developer has obtained an additional 47 spaces across the driveway on Walmart’s parking lot through a cross access easement agreement. This document is recorded in the Broward County records as instrument number 114226966 and must exist in perpetuity according to Section 106-222 (17) of the City Code and in order for the calculation of one space per 60 square feet of customer service
area to be used. All required building setbacks are met and the site provides the required 24 foot - 2 lane two way street to exit and enter the facility. There is one entrance to the site from within the provided access road. There is no direct access to the site from McNab Road. As part of this approval a comprehensive traffic analysis was provided for the entire development. Part of this traffic study approval is for 114,110 square feet of additional shopping center space of which, including this project, only a total of 53,156 square feet has been built leaving 60,944 square feet for future development. Therefore, this project is within the anticipated traffic impact based on the original traffic study for the WalMart Plaza.

In an effort to build a project consistent with the City’s plan for the McNab Road Redevelopment Overlay District; staff requested that the applicant include architectural features and a color palette to match or at a minimum complement the Wal-Mart and other outparcel buildings and sites to provide a cohesive look for the development. The applicant has met this request as demonstrated in the attached color rendering.

The proposed use of the parcel is consistent with the Master Business List that allows restaurants in B-2 and B-3 zoning districts. Given the limited vacant, commercial space within the City, Staff always encourages developers to consider a diversification of uses. The Peter Piper Pizza would be the first type of restaurant with amusement and entertainment facilities within the City.

The specific extent of the anticipated use is explained in Attachment A, and made a part of this report.

The Development Review Committee met on January 2nd, 2018 for a formal review. After considerable review and discussion, the Committee recommended approval of the site plan to the Planning and Zoning Board with direction to the applicant to work staff to finalize the site plan. The applicant has continued to work with the staff and at this time has responded to all staff comments.

The Planning and Zoning Board met on March 6th, 2018 and recommended approval of the proposed site plan to the City Commission with the 16 attached conditions. The applicant’s counsel stated that it was unknown if there was an adult to child ratio required by the Peter Piper store operations but that a written response would be filed by the applicant. At this time, the City is not in receipt of the response.

The City Commission approved the preliminary site plan on March 27, 2018. Staff was advised to correct the hours of operation listed in the staff memorandum to match the hours listed in the applicant’s letter. This has been taken care of in tonight’s memorandum.

RECOMMENDATION:

If the City Commission concurs with the Planning and Zoning Board and staff’s recommendation, a motion is in order to approve the final site plan subject to the following conditions:

1. The applicant shall comply with applicable City Codes and Florida Building Codes.
2. All terms, conditions and provisions imposed by the Planning and Zoning Board, City Commission, DRC and Staff including all life, health and safety Codes pertaining to this development shall be met prior to the issuance of building permits.

3. The developer will incorporate architectural features and a color palette to match or at a minimum complement the Wal-Mart and other outparcel buildings and sites to provide a cohesive look for the development as indicated in the color rendering submitted for site plan approval.

4. The DRC, Planning and Zoning Board and City Commission reserve the right to impose any additional requirements deemed necessary during subsequent approval reviews.

5. Copies of all applicable permits and approvals by other regulatory agencies shall be provided to the City prior to issuance of building permits.

6. All conditions required by Code and/or set forth by the City engineer shall be met.

7. In the event that any problems arise, as a result of the operation of this establishment, such as noise, parking, traffic, and/or other nuisances, the applicant shall make all improvements required to mitigate these nuisances so as not to negatively impact adjacent areas.

8. Photometric Plan approval by staff is required.

9. The applicant shall comply with all provisions contained in Chapter 102 “Vegetation” of the City Code and shall submit detailed landscaping plans for landscaping permit.

10. Prior to the issuance of building permits, the applicant shall provide a written verification that all County impact fees associated with this project have been paid.

11. Prior to the issuance of the Certificate of Occupancy by the City Building Department, the applicant shall pay all applicable assessment and impact fees to the City.

12. Upon the purchase of the outparcel, the applicant shall provide a copy of the executed cross access easement agreement to provide for vehicular and pedestrian access across and through the parcel owned by Walmart Stores, Inc. development.

13. The applicant acknowledges and agrees to abide by the rules of the Property Association created by the primary property owner, Walmart, which runs with the land and governs owners of the Property, or portions of the Property, including, but not limited to, the use, condition and maintenance of the Property as well as coordination of signage and building elevations.

14. The cross access easement agreement which provides for off-site parking in perpetuity shall be recorded in the Broward County public records.

15. If necessary, proper easements will be dedicated to the City of North Lauderdale

16. Site plan approval is contingent upon approval of the Special Exception Use permit (18-01) for the accessory use. (SEU approved March 27, 2018)
PETER PIPER, INC.
1707 Market Place Blvd.
Suite 200
Irving, TX 75063

Authorization and Letter of Representation

PETER PIPER, INC. hereby authorizes the law firm of DUNAY, MISKEL AND BACKMAN, LLP, to represent PETER PIPER, INC. at any meetings and public hearings necessary in connection with their matters with the City of North Lauderdale, FL., and hereby authorizes the firm of DUNAY, MISKEL AND BACKMAN, LLP, to process all required applications associated with the Land Use, Zoning, Site Plan and Special Exception approvals associated with the PETER PIPER PIZZA.

PETER PIPER, INC.

By: [Signature]
Name and Title of Person Signing
To: Tammy L. Reed-Holguin, Community Development Director
From: Dwayne L. Dickerson, Esq.
Date: January 8, 2018
Re: Justification Narrative related to Site Plan and Special Exception Use Approvals for Peter Piper Pizza Restaurant

As you are aware, the law firm of Dunay, Miskel and Backman, LLP represents Arena North Lauderdale Shoppes, LLC ("Arena") who is the owner of the Wal-Mart shopping center outparcel located on the southwest corner of West McNab Road and Avon Lane ("Outparcel") within the City of North Lauderdale ("City"), Florida. The Outparcel property consists of +/- 1.12 acres and is identified by the Broward County Property Appraiser as Property Identification/Folio Number 494111280027. As part of the development of the Wal-Mart shopping center, Peter Piper, Inc. ("Peter Piper") is proposing to construct a one story +/- 7,540 square foot Peter Piper Pizza restaurant on the Outparcel. The Peter Piper Pizza restaurant will have approximately forty (40) mechanical amusement and entertainment devices (i.e. games) as a secondary use to the restaurant use. The games will mostly be geared towards children under the age of thirteen (13) years old.

The Outparcel is located within the B-3 General Business zoning district. Pursuant to Code of Ordinances ("Code") Section 6-58, mechanical amusement and entertainment devices (indoor) shall be allowable as a secondary use in a B-2 or B-3 zoning district as a special exception use in conjunction with establishments in which the primary income is derived from serving food (i.e. restaurants), which means more than sixty percent (60%) of its monthly gross receipts is earned or received from the sale of food. The proposed Peter Piper Pizza restaurant anticipates having no less than seventy percent (70%) of its monthly gross receipts earned or received from the sale of food. Special exception use approval is governed by Chapter 106, Article IV of the Code.

**INTENDED HOURS OF OPERATION**

The proposed hours of operation for Peter Piper Pizza are as follows:

- **Monday:** 11:00am – 10:00pm
- **Tuesday:** 11:00am – 10:00pm
- **Wednesday:** 11:00am – 10:00pm
- **Thursday:** 11:00am – 10:00pm
- **Friday:** 11:00am – 11:00pm
- **Saturday:** 10:00am – 11:00pm
- **Sunday:** 11:00am – 10:00pm
TYPE OF VEHICLES WHICH WILL UTILIZE THE SITE

Peter Piper anticipates that customers will use regular personal vehicles to visit the Peter Piper Pizza restaurant. Peter Piper is not proposing the use of buses or vans for transportation of visitors to or from their site.

TRAFFIC IMPACT ANALYSIS

A Traffic Impact Analysis/Statement was prepared for the Peter Piper Pizza restaurant and is attached hereto. The Traffic Impact Analysis/Statement concluded that the previously approved traffic study for the Wal-Mart shopping center included the approval of a 185,900 square foot discount supercenter (Wal-Mart) and 114,100 square feet of additional shopping center development to account for outparcel developments. Of the 114,100 square feet approved for future outparcel developments, only a total of 53,156 square feet has been build or proposed (7,381 square foot AutoZone, 6,162 square foot Burger King and 39,613 square feet of previously proposed retail space); therefore, 60,944 square feet of outparcel development remains vested for future outparcel developments.

PUBLIC FACILITY IMPACT ANALYSIS

The Wal-Mart supercenter is existing and the proposed design and construction of the Peter Piper Pizza restaurant is in conformance with the City’s Code as shown on the detailed site plans attached hereto.

ECONOMIC IMPACT ANALYSIS

Peter Piper intends to invest approximately $1,500,000 into the development of the Peter Piper Pizza restaurant. Peter Piper Pizza typically employes eight (8) full-time employees and twenty-five (25) part-time employees, not to mention the multiple vendors they utilize for service work monthly including, but not limited to, maintenance, alarms, pest control, IT, etc.

Further, Arena intends to spend an additional +/- $1,500,000 in total alone to accommodate the Peter Piper Pizza development.
TO: Mayor and City Commission
FROM: Ambreen Bhatt, City Manager
BY: Tammy L. Reed-Holguin, Community Development Director
DATE: April 24, 2018
SUBJECT: Second Reading and Adoption: Moratorium on Uses Including Automated Car Washes, Auto Wash Racks and Automobile Detailing or a Combination of These Uses

Tonight we are presenting the attached ordinance for your consideration of adoption on second reading to adopt a moratorium on the issuance of building permits and local business tax receipts for automated car washes, auto wash racks and automobile detailing or a combination of these uses throughout the City.

BACKGROUND:
The City has seen an influx in the number of automated car washes, auto wash racks and automobile detailing services in the City. North Lauderdale currently has 10 car washes and one newly approved site plan for a car wash within its 5.2 square miles of City limits. With limited commercial space left, diversity in uses would be more beneficial for the residents and to the economic vitality of the City. A review of commercial uses in relation to the goals of redevelopment in the City’s Comprehensive Plan will identify needed amendments to the zoning code to support these goals.

Resolution No. 18-02-6490 was adopted by the Commission on February 27th confirming the City Manager’s Administrative Order issued February 21, 2018 that instituted Zoning-in-Progress while this study is undertaken. Adoption of the attached ordinance imposes a moratorium on the approval of any applications or the issuance of any new licenses or permits for uses including automated car washes, auto wash racks and automobile detailing or a combination of these uses for 12 months from the date of adoption. At the conclusion of the study, staff will make recommendations for amendments to the zoning code if applicable and present them to the Planning and Zoning Board and City Commission for consideration.

On February 27, 2018, the City Commission approved a resolution ratifying the notice of intent to institute the moratorium being presented tonight.

The Planning and Zoning Board considered this item at their meeting on April 3, 2108 and recommend Commission’s consideration of adoption.
The Commission approved the Ordinance on first reading during their meeting on April 10, 2018 after an explanation from Administration and the City Attorney regarding the meaning of a moratorium, the legal process for implementing a moratorium and the purpose of this particular moratorium.

**RECOMMENDATION:**

The Administration recommends Commission’s adoption of the attached Ordinance on second reading to institute a moratorium on the issuance of building permits and local business tax receipts for automated car washes, auto wash racks and automobile detailing or a combination of these uses throughout the City for twelve months from the date of adoption.
AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF NORTH LAUDERDALE, FLORIDA, ESTABLISHING A MORATORIUM ON THE APPROVAL OR ISSUANCE OF ANY NEW LICENSES OR PERMITS AND THE PROCESSING OF QUASI-JUDICIAL AND ZONING ITEMS PERTAINING TO USES INCLUDING AUTOMATED CAR WASHES, AUTO WASH RACKS AND AUTOMOBILE DETAILING OR A COMBINATION OF THESE USES WITHIN THE CITY FOR TWELVE MONTHS AFTER THE ADOPTION OF THE ORDINANCE; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR EXCEPTIONS AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Manager and the City’s professional planning staff continuously monitor and review the City’s Land Use Regulations and Comprehensive Land Use Plan to insure appropriate development in the City, and from time to time recognizes the need to study and amend aspects of such; and,

WHEREAS, following an executive retreat, the City created redevelopment corridors along major thoroughfares and identified uses, architectural designs and site development strategies that support the redevelopment of the corridors;

WHEREAS, the City has amended its Comprehensive Plan supporting the redevelopment in these overlay districts and major corridors; and,

WHEREAS, it has been found that the Land Development Regulations, in some instances, are incompatible with or non-supportive of the redevelopment of these corridors; and,

WHEREAS, the City has seen an influx of applications for uses pertaining to automated car washes, auto wash racks and automobile detailing; and

WHEREAS, there are currently (10) ten licensed automobile car washes, one recently approved site plan for another freestanding car wash and (1) one automobile detailing service within the 5.2 square miles of the City limits; and

WHEREAS, it is the City’s desire to diversify the uses on the limited commercial property remaining in the City to strengthen the redevelopment efforts; and

WHEREAS, based upon this data and concerns raised by the City Commission during previous meetings, the City Manager has determined that there is a need to conduct a review of uses related to automated car washes, auto wash racks and automobile detailing or a combination of these uses, within the City; and,
WHEREAS, on February 21, 2018, the City Manager issued an Administrative Order, pursuant to Section 106-61 of the City’s Code, announcing Zoning- in-Progress relating to automated car washes, auto wash racks and automobile detailing or a combination of these uses in zoning districts throughout the City; and,

WHEREAS, Section 106-61, Code, provides that upon the issuance of an Administrative Order by the City Manager, the matter must be placed on the agenda for the next City Commission meeting for review and adoption of a resolution confirming the Administrative Order, and,

WHEREAS, the City Commission confirmed the Administrative Order at the February 27th, 2018 City Commission meeting by resolution and directed City staff to review the zoning matters relating to automated car washes, auto wash racks and automobile detailing or a combination of these uses in zoning districts throughout the City, as such is in the best interests of the City and its residents and property owners.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF NORTH LAUDERDALE, FLORIDA, THAT:

SECTION 1. The foregoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct and incorporated herein by this reference.

SECTION 2. The City Commission confirms the February 21, 2018, Administrative Order, and authorizes the City Manager to review and study uses including automated car washes, auto wash racks and automobile detailing or a combination of these uses in all zoning districts in the City.

SECTION 3. The City Commission hereby declares a moratorium shall be immediately imposed on the approval of any applications for site plans, rezoning, sign waivers, or special exception use permits or the issuance of any new licenses or permits during the term of the moratorium for the above-named uses within the City unless the City’s Community Development Department confirms that the application has a previously approved site plan, and for which building permits have yet to be issued or are open and pending, as of the date of the Administrative Order, February 21, 2018; or, as permitted by Section 106-61(i) and (j) of the City’s Code of Ordinances.

SECTION 4. The City Manager should provide recommendations relating to appropriate zoning districts no later than twelve (12) months from the date of adoption of this resolution, but in no event longer than the time needed to complete a comprehensive analysis of the issues relating to automated car washes, auto wash racks and automobile detailing or a combination of these uses within the City.

SECTION 5. If any clause, section, or other part or application of this Ordinance shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part or application shall be considered as eliminated and so not affecting the validity of the remaining portions or applications remaining in full force and effect.
SECTION 6. All ordinances or parts of ordinances, resolutions or part of resolutions in conflict herewith are to the extent of such conflicts hereby repealed.

SECTION 7. This ordinance shall take effect immediately upon its passage.

PASSED AND ADOPTED BY THE CITY COMMISSION OF THE CITY OF NORTH LAUDERDALE, FLORIDA, ON THE FIRST READING, THIS 10th DAY OF April, 2018.

PASSED ADOPTED BY THE CITY COMMISSION OF THE CITY OF NORTH LAUDERDALE, FLORIDA, ON THE SECOND AND FINAL READING, THIS ___ DAY OF __________________, 2018.

CITY OF NORTH LAUDERDALE

APPROVED AS TO FORM: MAYOR JACK BRADY

___________________________ __________________________
SAMUEL S. GOREN, City Attorney VICE MAYOR RICH MOYLE

ATTEST:

___________________________
PATRICIA VANCHERI, City Clerk
RESOLUTION NO. 2018-6490

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF NORTH LAUDERDALE, FLORIDA, CONFIRMING THE FEBRUARY 21, 2018 ADMINISTRATIVE ORDER ISSUED BY THE CITY MANAGER RELATING TO REVIEW OF USES INCLUDING AUTOMATED CAR WASHES, AUTO WASH RACKS AND AUTOMOBILE DETAILING OR A COMBINATION OF THESE USES IN ZONING DISTRICTS THROUGHOUT THE CITY; APPROVING AND AUTHORIZING THE CITY ADMINISTRATION TO CONDUCT SUCH REVIEW; PROVIDING FOR A TIME PERIOD FOR THE REVIEW; PROVIDING FOR LIMITATIONS ON ISSUANCE OF LICENSES AND PERMITS DURING THE TIME OF THE REVIEW; PROVIDING FOR LIMITATIONS ON THE PROCESSING OF QUASI-JUDICIAL AND ZONING ITEMS PERTAINING TO THESE USES; PROVIDING THAT THE ADOPTION OF THIS RESOLUTION COMMENCES THE AMENDMENT PROCESS FOR AMENDMENTS TO THE CITY'S CODE OF ORDINANCES RELATING TO THE ABOVE-MENTIONED USES WITHIN THE CITY; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Manager and the City’s professional planning staff continuously monitor and review the City’s Land Use Regulations and Comprehensive Land Use Plan to ensure appropriate development in the City, and from time to time recognizes the need to study and amend aspects of such; and,

WHEREAS, the City created redevelopment corridors along major thoroughfares and identified uses, architectural designs and site development strategies that support the redevelopment of the corridors;

WHEREAS, the City has amended its Comprehensive Plan supporting the redevelopment in these overlay districts and major corridors; and,

WHEREAS, it has been found that the Land Development Regulations, in some instances, are incompatible with or non-supportive of the redevelopment of these corridors consistent with the amendments to the City’s Comprehensive Plan; and,

WHEREAS, the City has seen an influx of applications for uses pertaining to automated car washes, auto wash racks and automobile detailing; and

WHEREAS, there are currently (10) ten licensed automobile car washes, one recently approved site plan for another freestanding car wash and (1) one automobile detailing service within the 5.2 square miles of the City limits; and

WHEREAS, it is the City’s desire to diversify the uses on the limited commercial property remaining in the City to strengthen the redevelopment efforts; and
WHEREAS, based upon this data and concerns raised by the City Commission previous meetings, the City Manager has determined that there is a need to conduct a review of uses related to automated car washes, auto wash racks and automobile detailing or a combination of these uses, within the City; and,

WHEREAS, on February 21, 2018, the City Manager issued an Administrative Order, pursuant to Section 106-61 of the City's Code, announcing zoning in progress relating to automated car washes, auto wash racks and automobile detailing or a combination of these uses, in zoning districts throughout the City; and,

WHEREAS, Section 106-61, Code, provides that upon the issuance of an Administrative Order by the City Manager, the matter must be placed on the agenda for the next City Commission meeting for review and adoption of a resolution confirming the Administrative Order, and,

WHEREAS, the City Commission believes that the February 21, 2018, Administrative Order should be confirmed, and that City staff should review the zoning matters relating to automated car washes, auto wash racks and automobile detailing or a combination of these uses, in zoning districts throughout the City, as such is in the best interests of the City and its residents and property owners.

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

SECTION 1. The foregoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct and incorporated herein by this reference.

SECTION 2. The City Commission confirms the February 21, 2018, Administrative Order, and authorizes the City Manager to review and study uses including automated car washes, auto wash racks and automobile detailing or a combination of these uses, in all zoning districts in the City.

SECTION 3. The City Manager should provide recommendations relating to appropriate zoning districts no later than twelve (12) months from the date of adoption of this resolution, but in no event longer than the time needed to complete a comprehensive analysis of the issues relating to automated car washes, auto wash racks and automobile detailing or a combination of these uses, within the City.

SECTION 4. During the study period set forth in Section 3 above, no licenses or permits will be issued nor applications for site plans, rezoning, sign waivers, or special exception use permits will be accepted by City staff for the above-named uses within the City unless the City’s Community Development Department confirms that the application has a previously approved site plan, and for which building permits have yet to be issued or are open and pending, as of the date of the Administrative Order, February 21, 2018; or, as permitted by Section 106-61(i) and (j) of the City’s Code of Ordinances.

SECTION 5. The City Commission hereby acknowledges that the adoption of this Resolution commences the amendment process for amending Chapter 106 of the City’s Zoning Code as those provisions related to uses including automated car washes, auto wash racks and automobile detailing or a combination of these uses, within the City.
SECTION 6. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 7. If any clause, section, other part or application of this Resolution is held by any court of competent jurisdiction to be unconstitutional or invalid, in part or application, it shall not affect the validity of the remaining portions or applications of this Resolution.

SECTION 8. This Resolution shall become effective upon adoption.


Jack Brady
MAYOR JACK BRADY

Rick Moyle
VICE MAYOR RICK MOYLE

ATTEST:
Patricia Vancheri
PATRICIA VANCHERI, City Clerk

APPROVED AS TO LEGAL FORM
BY CITY ATTORNEY:

Samuel S. Goren
SAMUEL S. GOREN, ESQUIRE
ADMINISTRATIVE ORDER
CITY OF NORTH LAUDERDALE

TO: CITY ADMINISTRATION AND DEPARTMENT HEADS

FROM: AMBREEN BHATTY, CITY MANAGER

DATE: February 21, 2018

SUBJECT: REVIEW OF USES INCLUDING AUTOMATED CAR WASHES, AUTO WASH RACKS AND AUTOMOBILE DETAILING IN ZONING DISTRICTS THROUGHOUT THE CITY

I, AMBREEN BHATTY, WITH POWERS VESTED IN ME AS THE CITY MANAGER OF NORTH LAUDERDALE, HEREBY ISSUE AN ADMINISTRATIVE ORDER TO REVIEW USES INCLUDING AUTOMATED CAR WASHES, AUTO WASH RACKS AND AUTOMOBILE DETAILING IN ALL ZONING DISTRICTS THROUGHOUT THE CITY AND TO REVIEW THE ZONING CODE AS IT PERTAINS TO THESE USES INCLUDING, BUT NOT LIMITED TO, SECTIONS 106-467 AND 106-468 OF THE CITY’S CODE OF ORDINANCES. AS A RESULT, ZONING IN PROGRESS IS IN PLACE WHILE THE CITY STAFF REVIEWS AND PREPARES RECOMMENDATIONS PERTAINING TO THE ZONING REGULATIONS REGARDING USES INCLUDING AUTOMATED CAR WASHES, AUTO WASH RACKS AND AUTOMOBILE DETAILING.

AMBREEN BHATTY, CITY MANAGER
DATE 2-21-2018
RESOLUTION NO. ___________________

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF NORTH LAUDERDALE, FLORIDA, PROVIDING FOR THE APPOINTMENT OF DWAYNE SMART (SPONSORED BY COMMISSIONER BORGELIN) TO SERVE ON THE COMMUNITY SUSTAINABILITY BOARD; PROVIDING FOR TERM OF OFFICE AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, a vacancy exists on the Community Sustainability Board; and

WHEREAS, Dwayne Smart, who resides in District “D” desires to serve on said Board; and

WHEREAS, Commissioner Samson Borgelin recommends the appointment of Dwayne Smart to fill said vacancy.

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

Section 1: That Dwayne Smart, be and the same is hereby appointed as a member of the Community Sustainability Board.

Section 2: That Mr. Smart shall serve in said capacity until April 24, 2021 or until resignation, whichever comes first.

Section 3: That this Resolution shall take effect immediately upon adoption.

PASSED and ADOPTED by the City Commission of the City of North Lauderdale, Florida this 24th day of April, 2018.

APPROVED AS TO FORM:

CITY ATTORNEY SAMUEL S. GOREN  

MAYOR JACK BRADY  

VICE MAYOR RICH MOYLE  

ATTEST:  

PATRICIA VANCHERI, CITY CLERK
RESOLUTION NO. ____________________

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF NORTH LAUDERDALE, FLORIDA, RE-INSTATING GRACIEN SERGE CHAMPAGNE WHO RESIDES IN DISTRICT “D”, AS A REGULAR MEMBER OF THE NORTH LAUDERDALE CODE ENFORCEMENT BOARD (SPONSORED BY COMMISSIONER SAMSON BORGELIN); PROVIDING FOR TERM OF OFFICE; AND, PROVIDING AN EFFECTIVE DATE.

WHEREAS, Commissioner Samson Borgelin recommends the re-instatement of Gracien Serge Champagne to continue to serve on the Code Enforcement Board through May 31, 2020 as initially approved by Resolution No. 17-05-6414; and

WHEREAS, Mr. Champagne wishes to continue to serve on the Code Enforcement Board; and

WHEREAS, the City Commission is desirous of ratifying said appointment.

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

Section 1: That Gracien Serge Champagne be and the same is hereby re-instated as a regular member of the North Lauderdale Code Enforcement Board.

Section 2: That Mr. Champagne shall serve in said capacity until May 31, 2020 or until resignation, whichever comes first.

Section 3: That this Resolution shall take effect immediately upon adoption.

PASSED and ADOPTED by the City Commission of the City of North Lauderdale, Florida, this 24th day of April, 2018.

APPROVED AS TO FORM:

_________________________  __________________________
CITY ATTORNEY SAMUEL S. GOREN  MAYOR JACK BRADY

_________________________
VICE MAYOR RICH MOYLE

_________________________
CITY CLERK PATRICIA VANCHERI
TO: Mayor and City Commission

FROM: Ambreen Bhatti, City Manager

BY: George Krawczyk, Public Works/Utilities Director

DATE: April 24, 2018

SUBJECT: Vehicles Surplus and Disposal

According to City’s Code of Ordinances, Section 2-36, the City Commission must approve a resolution to declare equipment surplus and a resolution to properly dispose or sell of surplus inventory by the most efficient and effective means as determined by City staff.

Staff is proposing that the following items be deemed surplus as they have been in the City inventory for years and have exceeded their commercial use lifespan by either being non-operational, not needed, damaged in an accident, or no longer can be used in a safe manner:

- **2006 Ford F-150 Pickup Vin #1FTRX12W46NB36041**
  This unit has over 150,000 miles and a bad transmission. Keeping this unit in the fleet will cost more in constant repairs.

- **2014 Horton Terrastar Ambulance Vin #1HTJSSKK9EH774610**
  This rescue unit was recently totaled in an accident and titled “salvaged” by the insurance company. In order to save significant amount of money, the staff intends to use the back compartment of the damaged unit on a new ambulance unit, which was approved by Commission on April 10th 2018. In order to accomplish this, the old unit needs to be declared surplus.

With the Commission’s approval tonight, staff will coordinate with the City’s contracted surplus online vendor to sell the F-150 and to salvage the ambulance to the City’s insurance provider so that way the parts can be used on the newly ordered ambulance unit.

**RECOMMENDATION:**

The City Administration recommends City Commission’s consideration and adoption of the attached resolution authorizing the surplus and disposal of the one Ford pick-up and one Horton Ambulance unit per city code.
RESOLUTION NO. _____________________

A RESOLUTION OF THE CITY OF NORTH LAUDERDALE, FLORIDA AUTHORIZING THE SURPLUS AND DISPOSAL OF ONE FORD F-150 PICK-UP AND ONE HORTON TERRASTAR AMBULANCE UNIT PER CITY CODE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of North Lauderdale, Florida, has determined that the need exists for surplus and disposal of the vehicles and equipment listed below per City Code Section 2-36:

- **2006 Ford F-150 Pickup Vin #1FTRX12W46NB36041**: This unit has over 150,000 miles and a bad transmission. Keeping this unit in the fleet will cost more in constant repairs.

- **2014 Horton Terrastar Ambulance Vin #1HTJSSKK9EH774610**: This rescue unit was recently totaled in an accident and titled “salvaged” by the insurance company. In order to save significant amount of money, the staff intends to use the back compartment of the damaged unit on a new ambulance unit, which was approved by Commission on April 10th, 2018. In order to accomplish this, the old unit needs to be declared surplus.

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

**Section 1:** That the Ford F-150 Pick-up Vin #1FTRX12W46NB36041 shall be sold through an online vendor public bid system.

**Section 2:** That the 2014 Horton Terrastar Ambulance Vin #1HTJSSKK9EH774610 shall be salvaged by the City’s Insurance provider so the parts can be used to build a new ambulance.

**Section 3:** That this Resolution shall take effect immediately upon adoption.

PASSED and ADOPTED by the City Commission of the City of North Lauderdale, Florida, this 24th day of April, 2018.

APPROVED AS TO LEGAL FORM:

______________________________
CITY ATTORNEY SAMUEL S. GOREN

______________________________
MAYOR JACK BRADY

______________________________
VICE MAYOR RICH MOYLE

ATTEST:

______________________________
PATRICIA VANCHERI, CITY CLERK
TO: Honorable Mayor and City Commission
FROM: Ambreen Bhatty, City Manager
BY: Susan Nabors, Finance Director
DATE: April 24, 2018
SUBJECT: 2018 Amendment to Interlocal Agreement between Broward County and City of North Lauderdale providing for Division and Distribution of the Proceeds from the Broward County Fifth Cent Additional Local Option Gas Tax on Motor Fuel for Transit.

The City receives its allocation of Motor Fuel Tax Credit through an Interlocal agreement with Broward County. The amount that the City receives is based on sales of motor fuel as determined by a distribution formula. The County revises this tax revenue allocation annually to reflect changes in the population of Broward County municipalities.

The County’s revised Motor Tax Credit allocation to municipalities, including that of North Lauderdale, is reflected in the attached 2018 Amendment to Interlocal Agreement. The “transit gas tax” adopted in 2000 provides for the Cities to receive a total of 26% of the proceeds of the “fifth cent” of gas tax.

The City’s FY 2019 collection of the local option gas tax on Motor Fuel for Transit will be an allocation of 0.621103% based on the City’s population of 44,408 as stated in the most current edition of “Florida Estimates of Population,” published by the Bureau of Economics and Business Research, Population Division, University of Florida. FY 2017 was $48,352 and the Administration anticipates approximately the same amount of revenue for this year.

RECOMMENDATION:

The City Administration recommends Commission’s consideration and approval of the attached Resolution authorizing the City Manager to execute 2018 (fifth cent) Amendment to Interlocal Agreement between the City and the County and providing for division and distribution of the proceeds from the Broward County Fifth Cent Additional Local Option Gas Tax On Motor Fuel for Transit.
RESOLUTION NO. _____________

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF NORTH LAUDERDALE, FLORIDA, ACCEPTING AND OTHERWISE AUTHORIZING THE CITY MANAGER OF THE CITY OF NORTH LAUDERDALE, FLORIDA, ON BEHALF OF SAID CITY, TO EXECUTE AND OTHERWISE ENTER INTO THE ATTACHED YEAR 2018 (FIFTH CENT) AMENDMENT TO INTERLOCAL AGREEMENT BETWEEN NORTH LAUDERDALE AND BROWARD COUNTY PROVIDING FOR THE DIVISION AND DISTRIBUTION OF THE PROCEEDS FROM THE BROWARD COUNTY FIFTH CENT ADDITIONAL LOCAL OPTION GAS TAX ON MOTOR FUEL FOR TRANSIT; AUTHORIZING THE CITY MANAGER TO DO ALL THINGS NECESSARY TO CARRY OUT THE AIMS OF THIS RESOLUTION; AND, PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF NORTH LAUDERDALE, FLORIDA:

Section 1: That the City Commission of the City of North Lauderdale, Florida, accepts and authorizes the City Manager of the City of North Lauderdale, Florida, on behalf of said City to execute and otherwise enter into the attached Year 2018 (fifth cent) Amendment to Interlocal Agreement between North Lauderdale and Broward County providing for the division and distribution of proceeds from the Broward County Fifth Cent Additional Local Option Gas Tax on Motor Fuel for Transit.

Section 2: That the City Manager of the City of North Lauderdale, Florida is hereby authorized to do all things necessary and expedient in order to effectuate the execution of the agreement described in Section 1 above, and to carry out the aims of this Resolution and said Agreement.

Section 3: That this Resolution shall take effect immediately upon adoption.

PASSED and ADOPTED by the City Commission of the City of North Lauderdale, Florida, this 24th day of April, 2018.

APPROVED AS TO FORM:

__________________________
CITY ATTORNEY SAMUEL S. GOREN

__________________________
MAYOR JACK BRADY

__________________________
VICE MAYOR RICH MOYLE

ATTEST:

__________________________
CITY CLERK PATRICIA VANCHERI
2018 AMENDMENT TO INTERLOCAL AGREEMENT PROVIDING FOR DIVISION AND DISTRIBUTION OF THE PROCEEDS FROM THE BROWARD COUNTY FIFTH CENT ADDITIONAL LOCAL OPTION GAS TAX ON MOTOR FUEL FOR TRANSIT

This 2018 Amendment to Interlocal Agreement is entered into by and between Broward County, a political subdivision of the State of Florida (the “County”) and the municipalities executing a signature page bearing the above legend, each of which is a municipal corporation existing under the laws of the State of Florida (the “Municipalities”).

RECITALS

A. Section 336.025(1)(b), Florida Statutes, authorizes the counties to extend the levy of the additional local option gas tax upon every gallon of motor fuel sold in Broward County for a period not to exceed thirty (30) years on a majority vote of the governing body of the County; and

B. On June 13, 2000, the Board of County Commissioners enacted Ordinance No. 2000-25, effective January 1, 2001, through December 31, 2031, pursuant to Section 336.025(1)(b), Florida Statutes, extending the levy of the fifth-cent local option gas tax for thirty years and providing for a method of distribution of the proceeds of the tax; and

C. Pursuant to said Ordinance, the method for distribution of the proceeds is the execution of an Interlocal Agreement with one or more of the municipalities representing a majority of the population of the incorporated area within the County which establishes the distribution formulas for dividing the proceeds of the tax among the County and all eligible municipalities within the County; and

D. Paragraph 4 of the Interlocal Agreement requires annual adjustment of the population of the individual municipalities and unincorporated Broward County in accordance with the population figures set forth in the most current edition of "Florida Estimates of Population," published by the Bureau of Economics and Business Research, Population Division, University of Florida;

NOW, THEREFORE, for good and valuable consideration, and pursuant to the authorization of paragraph Section 336.025(1)(b), Florida Statutes, the County and Municipalities agree as follows:

1. Paragraph 2 of the Interlocal Agreement, as previously amended, including section 2.1.2, is hereby amended to read as follows:

   2.1 Seventy-four percent (74%) of said proceeds shall be distributed to the County, from which amount the County will retain forty-eight percent (48%) of the total proceeds and will distribute twenty-six percent (26%) of the total proceeds to the municipalities through grant agreements for Community Shuttle Services.
The remaining twenty-six percent (26%) shall be distributed to the eligible municipalities in the following manner:

<table>
<thead>
<tr>
<th>Recipient</th>
<th>FY19 Population</th>
<th>FY19 Percent Share of Proceeds</th>
</tr>
</thead>
<tbody>
<tr>
<td>Coconut Creek</td>
<td>57,395</td>
<td>0.802743%</td>
</tr>
<tr>
<td>Cooper City</td>
<td>33,758</td>
<td>0.472149%</td>
</tr>
<tr>
<td>Coral Springs</td>
<td>127,381</td>
<td>1.781587%</td>
</tr>
<tr>
<td>Dania</td>
<td>31,473</td>
<td>0.440190%</td>
</tr>
<tr>
<td>Davie</td>
<td>100,689</td>
<td>1.408265%</td>
</tr>
<tr>
<td>Deerfield Beach</td>
<td>78,042</td>
<td>1.091518%</td>
</tr>
<tr>
<td>Fort Lauderdale</td>
<td>179,063</td>
<td>2.504426%</td>
</tr>
<tr>
<td>Hallandale</td>
<td>38,746</td>
<td>0.541913%</td>
</tr>
<tr>
<td>Hillsboro Beach</td>
<td>1,911</td>
<td>0.026728%</td>
</tr>
<tr>
<td>Hollywood</td>
<td>147,212</td>
<td>2.058949%</td>
</tr>
<tr>
<td>Lauderdale-by-the-Sea</td>
<td>6,175</td>
<td>0.086365%</td>
</tr>
<tr>
<td>Lauderdale Lakes</td>
<td>35,094</td>
<td>0.490835%</td>
</tr>
<tr>
<td>Lauderhill</td>
<td>71,178</td>
<td>0.995516%</td>
</tr>
<tr>
<td>Lazy Lake</td>
<td>26</td>
<td>0.000363%</td>
</tr>
<tr>
<td>Lighthouse Point</td>
<td>10,526</td>
<td>0.147220%</td>
</tr>
<tr>
<td>Margate</td>
<td>57,961</td>
<td>0.810659%</td>
</tr>
<tr>
<td>Miramar</td>
<td>136,246</td>
<td>1.905575%</td>
</tr>
<tr>
<td>North Lauderdale</td>
<td>44,408</td>
<td>0.621103%</td>
</tr>
<tr>
<td>Oakland Park</td>
<td>44,409</td>
<td>0.621117%</td>
</tr>
<tr>
<td>Parkland</td>
<td>31,476</td>
<td>0.440232%</td>
</tr>
<tr>
<td>Pembroke Park</td>
<td>6,368</td>
<td>0.089065%</td>
</tr>
<tr>
<td>Pembroke Pines</td>
<td>163,103</td>
<td>2.281205%</td>
</tr>
<tr>
<td>Plantation</td>
<td>88,619</td>
<td>1.239451%</td>
</tr>
<tr>
<td>Pompano Beach</td>
<td>109,441</td>
<td>1.530673%</td>
</tr>
<tr>
<td>Sea Ranch Lakes</td>
<td>692</td>
<td>0.009679%</td>
</tr>
<tr>
<td>Southwest Ranches</td>
<td>7,614</td>
<td>0.106492%</td>
</tr>
<tr>
<td>Sunrise</td>
<td>91,865</td>
<td>1.284850%</td>
</tr>
<tr>
<td>Tamarac</td>
<td>63,910</td>
<td>0.893863%</td>
</tr>
<tr>
<td>Weston</td>
<td>66,609</td>
<td>0.931612%</td>
</tr>
<tr>
<td>West Park</td>
<td>14,912</td>
<td>0.208563%</td>
</tr>
<tr>
<td>Wilton Manors</td>
<td>12,662</td>
<td>0.177094%</td>
</tr>
</tbody>
</table>

Total Incorporated: 1,858,964 26.000000%

Unincorporated Area: 15,006
The population figures set forth above are based on the figures contained in the document referred to as the “Florida Estimates of Population,” published on an annual basis by the Bureau of Economic and Business Research, Population Division, of the University of Florida. The population figures to be utilized in the formula described in this section, for the distribution of the Fifth Cent, shall be adjusted annually based on the current Florida Estimates of Population.

2.1.2 As stated above, the other Twenty-six percent (26%) shall be distributed by the County to the Municipalities through grant agreements for Community Shuttle Services.

2. This 2018 Amendment to Interlocal Agreement shall be effective as of the date it is executed by the County after having previously been executed by eligible municipalities cumulatively representing a majority of the incorporated area population of the County; the amended population figures and share of proceeds shall take effect as provided by applicable law.

3. In the event any provision within this 2018 Amendment to Interlocal Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless the County or any executing Municipality necessary to maintain the cumulative majority referenced in the preceding paragraph elects to terminate this Agreement. The election to terminate pursuant to this provision must be made within seven (7) days after such court ruling; provided, however, that if a timely notice appealing the court ruling is filed, the election shall be held in abeyance until the appeal is determined or dismissed.

4. Except to the extent amended, the Interlocal Agreement shall remain in full force and effect. In the event of any conflict between the terms of this 2018 Amendment and the Interlocal Agreement, as previously amended, the parties hereby agree that this document shall control.

5. This 2018 Amendment to Interlocal Agreement may be executed in several counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute one and the same instrument.

[THE REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]
IN WITNESS WHEREOF, the parties have made and executed this 2018 Amendment to the Interlocal Agreement on the respective dates under each signature: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice Mayor, authorized to execute same by Board action on April 10th, 2018, and each MUNICIPALITY, signing by and through its ______________________, duly authorized to execute same.

COUNTY

ATTEST: BROWARD COUNTY, by and through its Board of County Commissioners

By________________________________________ Mayor

__ day of _____, 2018

Approved as to form by:
Andrew J. Meyers
Broward County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-7641

By____________________________________
Claudia Capdesuner
Assistant County Attorney

Date: ________________________________

By____________________________________
Angela J. Wallace
Deputy County Attorney

Date: ________________________________
2018 AMENDMENT TO INTERLOCAL AGREEMENT PROVIDING FOR DIVISION AND DISTRIBUTION OF THE PROCEEDS FROM THE BROWARD COUNTY FIFTH CENT ADDITIONAL LOCAL OPTION GAS TAX ON MOTOR FUEL FOR TRANSIT

MUNICIPALITY

WITNESSES:

«Municipality:____________________»

By _____________________________
Mayor-Commissioner

___ day of ________________, 2018.

ATTEST:

By _____________________________
Municipal Manager

___ day of ________________, 2018.

(CORPORATE SEAL)

APPROVED AS TO FORM:

By _____________________________
Municipal Attorney

«Municipality»
GasTax5_2018 Agreement 5
TO:       Honorable Mayor and City Commission

FROM:     Ambreen Bhatty, City Manager

BY:       Susan Nabors, Finance Director

DATE:     April 24, 2018

SUBJECT:  2018 Amendment to Interlocal Agreement between Broward County and City of North Lauderdale providing for Division and Distribution of the Proceeds from the Broward County Additional Local Option Gas Tax on Motor Fuel Ordinance – (Three-Cent)

The City receives its allocation of “additional” local option gas taxes through an interlocal agreement with Broward County. The County revises this tax revenue allocation annually to reflect changes in the population of Broward County municipalities.

The County’s revised gas tax allocation to municipalities, including that of the City’s, is reflected in the attached 2018 Amendment to Interlocal Agreement. The “additional” (three-cent) local option gas tax adopted in 1993 (amended in 2008) provided for Cities to receive a total of 51.27% of three cents of gas tax. The proceeds may be used for transportation expenditures needed to meet the requirements of the capital improvement elements of the City's comprehensive plan.

The City’s FY 2019 collection of local option gas taxes will be an allocation of 1.224767% based on the City’s population of 44,408, as stated in the most current edition of “Florida Estimates of Population,” published by the Bureau of Economics and Business Research, Population Division, University of Florida. FY 2017 revenue was $286,041, and the Administration anticipates approximately the same amount this year.

RECOMMENDATION:

The City Administration recommends Commission’s consideration and approval of the attached Resolution authorizing the City Manager to execute 2018 (three cent) Amendment to Interlocal Agreement between the City and the County and providing for division and distribution of the proceeds from the Broward County Additional Local Option Gas Tax on Motor Fuel Ordinance.
RESOLUTION NO. ____________

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF NORTH LAUDERDALE, FLORIDA, ACCEPTING AND OTHERWISE AUTHORIZING THE CITY MANAGER OF THE CITY OF NORTH LAUDERDALE, FLORIDA, ON BEHALF OF SAID CITY, TO EXECUTE AND OTHERWISE ENTER INTO THE ATTACHED YEAR 2018 (THREE CENT) AMENDMENT TO INTERLOCAL AGREEMENT BETWEEN NORTH LAUDERDALE AND BROWARD COUNTY PROVIDING FOR THE DIVISION AND DISTRIBUTION OF THE PROCEEDS FROM THE BROWARD COUNTY ADDITIONAL LOCAL OPTION GAS TAX ON MOTOR FUEL ORDINANCE; AUTHORIZING THE CITY MANAGER TO DO ALL THINGS NECESSARY TO CARRY OUT THE AIMS OF THIS RESOLUTION; AND, PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF NORTH LAUDERDALE, FLORIDA:

Section 1: That the City Commission of the City of North Lauderdale, Florida, accepts and authorizes the City Manager of the City of North Lauderdale, Florida, on behalf of said City to execute and otherwise enter into the attached Year 2018 (three cent) Amendment to Interlocal Agreement between North Lauderdale and Broward County providing for the division and distribution of proceeds from the Broward County Additional Local Option Gas Tax on Motor Fuel Ordinance.

Section 2: That the City Manager of the City of North Lauderdale, Florida is hereby authorized to do all things necessary and expedient in order to effectuate the execution of the agreement described in Section 1 above, and to carry out the aims of this Resolution and said Agreement.

Section 3: That this Resolution shall take effect immediately upon adoption.

PASSED and ADOPTED by the City Commission of the City of North Lauderdale, Florida, this 24th day of April, 2018.

APPROVED AS TO FORM:

CITY ATTORNEY SAMUEL S. GOREN

MAYOR JACK BRADY

VICE MAYOR RICH MOYLE

ATTEST:

CITY CLERK PATRICIA VANCHERI
2018 AMENDMENT TO INTERLOCAL AGREEMENT PROVIDING FOR DIVISION AND DISTRIBUTION OF THE PROCEEDS FROM THE BROWARD COUNTY ADDITIONAL LOCAL OPTION GAS TAX ON MOTOR FUEL ORDINANCE

This 2018 Amendment to Interlocal Agreement is entered into by and between Broward County, a political subdivision of the State of Florida (the “County”) and the municipalities executing a signature page bearing the above legend, each of which is a municipal corporation existing under the laws of the State of Florida (the “Municipalities”).

RECITALS

A. Section 336.025(1)(b), Florida Statutes, authorizes the counties to extend the levy of the additional local option gas tax upon every gallon of motor fuel sold in Broward County for a period not to exceed thirty (30) years on a majority vote of the governing body of the County; and

B. The Board of County Commissioners enacted Section 31½-38, Broward County Code of Ordinances, effective January 1, 1994, through December 31, 2024, pursuant to Section 336.025(1)(b), Florida Statutes, imposing the levy of the three-cent ($.03) local option fuel tax for thirty years and providing for a method of distribution of the proceeds of the tax; and

C. Pursuant to said Ordinance, the method for distribution of the proceeds is the execution of an Interlocal Agreement with one or more of the municipalities representing a majority of the population of the incorporated area within the County which establishes the distribution formulas for dividing the proceeds of the tax among the County and all eligible municipalities within the County; and

D. Paragraph 3 of the Interlocal Agreement requires annual adjustment of the population of the individual municipalities and unincorporated Broward County in accordance with the population figures set forth in the most current edition of "Florida Estimates of Population," published by the Bureau of Economics and Business Research, Population Division, University of Florida;

NOW, THEREFORE, for good and valuable consideration, and pursuant to the authorization of Section 336.025(1)(b)2, Florida Statutes, the County and Municipalities agree as follows:

1. Paragraph 2 of the Interlocal Agreement, as previously amended, is hereby amended to read:

2. Forty-eight and Seventy-three One-hundredths percent (48.73%) of the total proceeds from the Broward County Additional Local Option Gas Tax on Motor Fuel Ordinance shall be distributed to the County and the remaining Fifty-one and Twenty-seven One-hundredths percent (51.27%) of the total proceeds
shall be divided among and distributed to the eligible municipalities within the County as follows:

\[
\text{Population of Individual Municipality} \times 51.27\% = \\
\text{Total Incorporated Area Population}
\]

<table>
<thead>
<tr>
<th>Recipient</th>
<th>FY19 Percent Share of Proceeds</th>
</tr>
</thead>
<tbody>
<tr>
<td>Coconut Creek</td>
<td>1.582947%</td>
</tr>
<tr>
<td>Cooper City</td>
<td>0.931042%</td>
</tr>
<tr>
<td>Coral Springs</td>
<td>3.513152%</td>
</tr>
<tr>
<td>Dania</td>
<td>0.868021%</td>
</tr>
<tr>
<td>Davie</td>
<td>2.776990%</td>
</tr>
<tr>
<td>Deerfield Beach</td>
<td>2.152389%</td>
</tr>
<tr>
<td>Fort Lauderdale</td>
<td>4.938536%</td>
</tr>
<tr>
<td>Hallandale</td>
<td>1.068610%</td>
</tr>
<tr>
<td>Hillsboro Beach</td>
<td>0.052705%</td>
</tr>
<tr>
<td>Hollywood</td>
<td>4.060089%</td>
</tr>
<tr>
<td>Lauderdale-by-the-Sea</td>
<td>0.170306%</td>
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<tr>
<td>Lauderdale Lakes</td>
<td>0.967888%</td>
</tr>
<tr>
<td>Lauderhill</td>
<td>1.963081%</td>
</tr>
<tr>
<td>Lazy Lake</td>
<td>0.000719%</td>
</tr>
<tr>
<td>Lighthouse Point</td>
<td>0.290306%</td>
</tr>
<tr>
<td>Margate</td>
<td>1.598557%</td>
</tr>
<tr>
<td>Miramar</td>
<td>3.757648%</td>
</tr>
<tr>
<td>North Lauderdale</td>
<td>1.224767%</td>
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<tr>
<td>Oakland Park</td>
<td>1.224795%</td>
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<tr>
<td>Parkland</td>
<td>0.868104%</td>
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<tr>
<td>Pembroke Park</td>
<td>0.175629%</td>
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<tr>
<td>Pembroke Pines</td>
<td>4.498361%</td>
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<tr>
<td>Plantation</td>
<td>2.444101%</td>
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<tr>
<td>Pompano Beach</td>
<td>3.018369%</td>
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<tr>
<td>Sea Ranch Lakes</td>
<td>0.019085%</td>
</tr>
<tr>
<td>Southwest Ranches</td>
<td>0.209993%</td>
</tr>
<tr>
<td>Sunrise</td>
<td>2.533625%</td>
</tr>
<tr>
<td>Tamarac</td>
<td>1.762630%</td>
</tr>
<tr>
<td>Weston</td>
<td>1.837068%</td>
</tr>
<tr>
<td>West Park</td>
<td>0.411271%</td>
</tr>
<tr>
<td>Wilton Manors</td>
<td>0.349216%</td>
</tr>
<tr>
<td><strong>Total Incorporated</strong></td>
<td><strong>51.270000%</strong></td>
</tr>
</tbody>
</table>
2. Paragraph 3 of the Interlocal Agreement, as previously amended, is hereby amended to read:

3. The population figures set out herein are based on the figures contained in the document referred to as the "Florida Estimates of Population," published on an annual basis by the Bureau of Economics and Business Research, Population Division, University of Florida. The population figures to be utilized in the formula described in Paragraph 2 of this Interlocal Agreement, for the division and distribution of the proceeds from the Broward County Additional Local Option Gas Tax on Motor Fuel Ordinance, shall be adjusted annually based on the then-current "Florida Estimates of Population."

For the purpose of this Agreement, the following population figures are hereby agreed upon by the parties hereto:

<table>
<thead>
<tr>
<th>Recipient</th>
<th>FY19 Population</th>
</tr>
</thead>
<tbody>
<tr>
<td>Coconut Creek</td>
<td>57,395</td>
</tr>
<tr>
<td>Cooper City</td>
<td>33,758</td>
</tr>
<tr>
<td>Coral Springs</td>
<td>127,381</td>
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<tr>
<td>Dania</td>
<td>31,473</td>
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<tr>
<td>Davie</td>
<td>100,689</td>
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<tr>
<td>Deerfield Beach</td>
<td>78,042</td>
</tr>
<tr>
<td>Fort Lauderdale</td>
<td>179,063</td>
</tr>
<tr>
<td>Hallandale</td>
<td>38,746</td>
</tr>
<tr>
<td>Hillsboro Beach</td>
<td>1,911</td>
</tr>
<tr>
<td>Hollywood</td>
<td>147,212</td>
</tr>
<tr>
<td>Lauderdale-by-the-Sea</td>
<td>6,175</td>
</tr>
<tr>
<td>Lauderdale Lakes</td>
<td>35,094</td>
</tr>
<tr>
<td>Lauderhill</td>
<td>71,178</td>
</tr>
<tr>
<td>Lazy Lake</td>
<td>26</td>
</tr>
<tr>
<td>Lighthouse Point</td>
<td>10,526</td>
</tr>
<tr>
<td>Margate</td>
<td>57,961</td>
</tr>
<tr>
<td>Miramar</td>
<td>136,246</td>
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<tr>
<td>North Lauderdale</td>
<td>44,408</td>
</tr>
<tr>
<td>Oakland Park</td>
<td>44,409</td>
</tr>
<tr>
<td>Parkland</td>
<td>31,476</td>
</tr>
<tr>
<td>Pembroke Park</td>
<td>6,368</td>
</tr>
<tr>
<td>Pembroke Pines</td>
<td>163,103</td>
</tr>
<tr>
<td>Plantation</td>
<td>88,619</td>
</tr>
<tr>
<td>Pompano Beach</td>
<td>109,441</td>
</tr>
<tr>
<td>Municipality</td>
<td>Population</td>
</tr>
<tr>
<td>--------------------------</td>
<td>------------</td>
</tr>
<tr>
<td>Sea Ranch Lakes</td>
<td>692</td>
</tr>
<tr>
<td>Southwest Ranches</td>
<td>7,614</td>
</tr>
<tr>
<td>Sunrise</td>
<td>91,865</td>
</tr>
<tr>
<td>Tamarac</td>
<td>63,910</td>
</tr>
<tr>
<td>Weston</td>
<td>66,609</td>
</tr>
<tr>
<td>West Park</td>
<td>14,912</td>
</tr>
<tr>
<td>Wilton Manors</td>
<td>12,662</td>
</tr>
<tr>
<td><strong>Total Incorporated</strong></td>
<td><strong>1,858,964</strong></td>
</tr>
</tbody>
</table>

| Unincorporated Area      | 15,006     |
| **Total County**         | **1,873,970** |

3. This 2018 Amendment to Interlocal Agreement shall be effective as of the date it is executed by the County after having previously been executed by eligible municipalities cumulatively representing a majority of the incorporated area population of the County; the amended population figures and share of proceeds shall take effect as provided by applicable law.

4. In the event any provision within this 2018 Amendment to Interlocal Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless the County or any executing Municipality necessary to maintain the cumulative majority referenced in the preceding paragraph elects to terminate this Agreement. The election to terminate pursuant to this provision must be made within seven (7) days after such court ruling; provided, however, that if a timely notice appealing the court ruling is filed, the election shall be held in abeyance until the appeal is determined or dismissed.

5. Except to the extent amended, the Interlocal Agreement shall remain in full force and effect. In the event of any conflict between the terms of this 2018 Amendment and the Interlocal Agreement, as previously amended, the parties agree that this 2018 Amendment shall control.

6. This 2018 Amendment to Interlocal Agreement may be executed in several counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute one and the same instrument.

[THE REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]
IN WITNESS WHEREOF, the parties have made and executed this 2018 Amendment to the Interlocal Agreement on the respective dates under each signature: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice Mayor, authorized to execute same by Board action on April 10th, 2018, and each MUNICIPALITY, signing by and through its ____________________, duly authorized to execute same.

COUNTY

ATTEST: BROWARD COUNTY, by and through its Board of County Commissioners

Broward County Administrator, as Ex-Officio Clerk of the Broward County Board of County Commissioners

By____________________________ Mayor

__ day of _____, 2018

Approved as to form by:
Andrew J. Meyers
Broward County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Teletcopier: (954) 357-7641

By____________________________ Claudia Capdesuner
Assistant County Attorney

Date: __________________________

By____________________________ Angela J. Wallace
Deputy County Attorney

Date: __________________________
2018 AMENDMENT TO INTERLOCAL AGREEMENT PROVIDING FOR DIVISION AND DISTRIBUTION OF THE PROCEEDS FROM THE BROWARD COUNTY ADDITIONAL LOCAL OPTION GAS TAX ON MOTOR FUEL ORDINANCE

MUNICIPALITY

WITNESSES: «Municipality:____________________»

_________________________ By _____________________________
Mayor-Commissioner

_________________________ ___ day of ________________, 2018.

ATTEST:

By ______________________
Municipal Clerk

________________________________
Municipal Manager

___ day of ________________, 2018

(CORPORATE SEAL)

APPROVED AS TO FORM:

By _____________________________
Municipal Attorney
TO: Mayor and City Commission

FROM: Ambreen Bhatty, City Manager

BY: George Krawczyk, Public Works/Utilities Director

DATE: April 24, 2018

SUBJECT: Interlocal Agreement with Broward County for Temporary Debris Management Sites

As you know, the City used Pompano Park as a Temporary Debris Management Site (TDMS) for the collection of storm debris after hurricane Irma. At the time after the storm, this location was considered the best feasible location for this purpose keeping in mind the logistics due to the amount of debris to be removed, limited inventory of debris collection trucks and the long lines at the privately owned landfill. However, using this park as TDMS did cause damage to park grass and irrigation and funds were needed to replace/repair this damage. This expenditure can be avoided or reduced in the future if debris collection can be staged at a County designated TDMS site.

Recently, we got a request invitation from the County to join in an Interlocal Agreement (ILA) to participate in the disposal of storm related debris at a designated County site in preparation for the upcoming hurricane storm seasons. At this County site, the debris would be delivered by the City’s contracted vendor and then the County’s contracted vendor, will chip and dispose of the mulch and debris. As lessons were learned from the previous storm season, this is a beneficial option for the City to consider as there is no cost to enter into this agreement unless we use the site.

Some of the highlights of the ILA are listed below:

- Sites will be centrally located and will be available starting June 1st of each calendar year.
- Costs will be proportionately based on the volume of debris delivered to the site on behalf of the City. There is no cost if no debris is delivered to the site.
- Participating cities will be required to ensure all trucks are premeasured and all placards are affixed before being sent to the site.
- The term of the contract runs from June 1st 2018 to November 30, 2022.

RECOMMENDATION:

The City Administration recommends Commission’s consideration and approval of the attached Resolution authorizing the Mayor to enter into an Interlocal Agreement with Broward County for the use of Broward County Designated Temporary Debris Management Sites and related final disposal services.
RESOLUTION NO. _____________________

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF NORTH LAUDERDALE, FLORIDA, AUTHORIZING THE MAYOR TO ENTER INTO AN INTERLOCAL AGREEMENT WITH BROWARD COUNTY FOR THE USE OF BROWARD COUNTY DESIGNATED TEMPORARY DEBRIS MANAGEMENT SITES AND RELATED FINAL DISPOSAL SERVICES; AND PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF NORTH LAUDERDALE, FLORIDA:

Section 1: That the City Commission of the City of North Lauderdale, Florida authorizes the Mayor to enter into an Interlocal Agreement with the Broward County for the use of County Temporary Debris Management Sites and related final disposal services.

Section 2: That according to the terms of this Agreement costs will be proportionately based on the volume of debris delivered to the site on behalf of the City and there is no cost if no debris are delivered to the site.

Section 3: That this Interlocal Agreement begins June 1st 2018 and expires November 30, 2022.

Section 4: That this Resolution shall take effect immediately upon adoption.

PASSED and ADOPTED by the City Commission of the City of North Lauderdale, Florida, this 24th day of April, 2018.

APPROVED AS TO LEGAL FORM:

CITY ATTORNEY SAMUEL S. GOREN

MAYOR JACK BRADY

VICE MAYOR RICH MOYLE

ATTEST:

PATRICIA VANCHERI, CITY CLERK
This Interlocal Agreement for use of Temporary Debris Management Sites and Other Related Services ("Agreement") is made and entered into by and between Broward County, a political subdivision of the state of Florida, ("County") and ______________________________ ("Government Entity") (collectively, the "Parties").

REQUITALS

A. County wants to help governmental entities within County with debris management in the aftermath of a natural or man-made disaster for debris generated in County during such disaster by offering the use of Temporary Debris Management Sites ("TDMSs") owned by County.

B. Government Entity wants to use the TDMS and other related services in the aftermath of a natural or man-made disaster.

IN CONSIDERATION of the mutual terms, conditions, promises, covenants, and payments hereinafter set forth, the Parties agree as follows:

ARTICLE 1. DEFINITIONS

1.1 Board. The Broward County Board of County Commissioners of Broward County, Florida.

1.2 County Contract Administrator. The Director of the Broward County Solid Waste and Recycling Services, or designee.

1.3 County Administrator. The administrative head of County appointed by the Board.

1.4 County Attorney. The chief legal counsel for County appointed by the Board.

1.5 Debris Management Center. The central command and control center for debris management coordination efforts between the County, municipalities, and other nonCounty agencies within the County.

1.6 Disaster Debris. Vegetative Debris, Hazardous Stump, and Other Debris, but not Unauthorized Debris.

1.7 Disaster Debris Monitor or DDM. The company or entity designated by the County Contract Administrator that will act as a County representative under this Agreement.

1.8 Government Entity Contract Administrator. ______________________________.

1.9 Hazardous Stump. Eligible debris composed of a tree stump that is at least 24 inches in diameter and documented as a hazardous stump on an incoming Load Ticket.

1.10 Load Tickets. A five-part document, in a form approved by the County Contract Administrator, that tracks Disaster Debris from the original collection point to the TDMS.
1.11 **Other Debris.** Eligible debris that is not exclusively Vegetative Debris, which may contain Vegetative Debris, construction and demolition debris, and other types of bulk debris, but not Unauthorized Debris.

1.12 **Services.** Include, but are not limited to, site management; receipt of Disaster Debris; processing/reduction/segregation of Disaster Debris; loading of Disaster Debris for final disposal; hauling of Disaster Debris for final disposal; final disposal of Disaster Debris; site restoration; monitoring incoming, outgoing, and final disposal of Disaster Debris; and managing TDMS traffic control.

1.13 **TDMS.** Temporary Debris Management Site designated by the County Contract Administrator.

1.14 **Unauthorized Debris.** Any debris not accepted for off-loading, processing, and disposal at County’s TDMSs. Unauthorized debris includes, but is not limited to, white goods; chemical, biological, radiological, and nuclear-contaminated debris; hazardous waste; vehicles; vessels; animal carcasses; garbage (household food waste), household hazardous waste; electronic waste; industrial waste; infectious waste; plastic bags (except for clear bags) and sand, soil, mud, and/or sediment.

1.15 **Vegetative Debris.** Eligible debris comprised of whole trees, tree stumps smaller than 24 inches in diameter, tree branches, tree trunks, and other leafy material.

**ARTICLE 2. SCOPE OF SERVICES**

2.1 Subject to availability and in the County Contract Administrator's sole discretion, County shall provide Services to Government Entity as outlined herein.

2.1.1 County shall allow Government Entity employees or authorized contractors to bring to TDMS Disaster Debris (but under no circumstances Unauthorized Debris) collected from the Government Entity’s jurisdictional boundaries.

2.1.2 DDM will be the sole site monitor of the TDMS operations to ensure that Load Tickets are processed and initialed at the time of receipt.

2.1.3 DDM shall ensure that each part of the Load Ticket is distributed to entities identified by the County Contract Administrator. County may, in the County Contract Administrator’s sole discretion, use an electronic ticket system.

2.1.4 DDM shall provide periodic user reports to Government Entity.

2.2 All Services offered to the Government Entity by the County shall be at sites that have been previously approved or are currently in the approval process by all applicable regulatory agencies.

2.3 The County Contract Administrator may, in his or her sole discretion, withdraw all or any part of Services by providing Government Entity with at least fourteen (14) days’ written notice. In addition, the County Contract Administrator may, in his or her sole discretion, determine the manner in which any Services are provided to Government Entity, including
but not limited to, the selection of TDMS locations, and the hours of operation for TDMS locations.

2.4 The Government Entity shall reimburse County for all costs and Services provided. County will not be liable for its failure or refusal to render or provide Services under this Agreement.

2.5 Government Entity shall comply with the following provisions.

2.5.1 Government Entity shall ensure all trucks are premeasured and that placards are affixed to trucks noting prime contractor and truck capacity (in cubic yards). County may, in the sole discretion of the County Contract Administrator, verify cubic yardage capacity for any reason.

2.5.2 Government Entity shall provide truck certification sheets for any vehicle bringing debris to a TDMS.

2.5.3 Government Entity shall order a sufficient supply of Load Tickets, and ensure that Government Entity’s and Government Entity’s contractors’ trucks arrive with the Load Tickets initialed in the field (pick-up location) by the Government Entity field monitor, or follow other load recordation processes approved in writing by the County Contract Administrator.

If Government Entity fails to comply with any of the following provisions, the County Contract Administrator, in his or her sole discretion, may refuse to provide any or all Services to Government Entity.

2.6 If the Agreement is executed by the Parties on or before April 30, 2018, County shall make Services available to Government Entity starting on June 1, 2018. For each calendar year thereafter, if the Parties execute the Agreement on or before March 31st, County shall make Services available to Government Entity starting on June 1st of the applicable calendar year. If the Agreement is executed by the Parties between March 31st and December 31st of any calendar year after 2018, the County shall make Services available to Government Entity starting on June 1st of the following calendar year, and each calendar year thereafter during this Agreement.

2.7 The County Contract Administrator and the Government Entity Contract Administrator shall coordinate and communicate with each other and manage and supervise execution and completion of the Agreement as set forth herein. In the administration of this Agreement, as contrasted with matters of policy, all parties may rely on the instructions or determinations made by the County Contract Administrator on behalf of the County or the Government Entity Contract Administrator on behalf of the Government Entity.

ARTICLE 3. COMPENSATION

3.1 County shall invoice Government Entity for the proportionate share of the cost for Services and for the proportionate share of the cost for associated Debris Management
Center staff time. County shall calculate a proportionate share of costs based on the volume of debris delivered by or on behalf of the Government Entity to the TDMS.

3.2 Government Entity shall pay County its full costs for Services and for its proportionate share of associated Debris Management Center staff time on or before the thirtieth day after receipt of invoice from the County.

3.3 County Contract Administrator may assign work to any one or more of multiple contractors for disaster debris management services, each with its own compensation structure based on a separate agreement between County and the particular disaster debris management service contractor. Government Entity shall pay County the costs of whichever contractor County has assigned work to, at County Contract Administrator’s sole discretion. County shall assess costs based on the Governmental Entity’s proportional use of the TDMS and/or the Services.

3.4 Government Entity must pay County for all costs under this Agreement regardless of whether such costs are deemed reimbursable by state or federal agencies.

3.5 Government Entity shall deliver the payment to County at:

Broward County Solid Waste and Recycling Services
1 North University Drive, Suite 400
Plantation, Florida 33324

ARTICLE 4. TERM AND TIME OF PERFORMANCE

4.1 The term of this Agreement shall start on the date it is fully executed by the Parties and shall end on November 30, 2022 ("Initial Term"), unless sooner terminated as provided herein. Thereafter, the Parties may, upon mutual written consent of the County Contract Administrator and the Government Entity, renew the Agreement with the same conditions for two additional five-year terms.

4.2 This Agreement may be unilaterally terminated by either party, with or without cause, provided that at least fourteen (14) days' written notice of such termination is given to the other party pursuant to Article 8.5 of this Agreement.

ARTICLE 5. GOVERNMENTAL IMMUNITY

Government Entity and County are state agencies or political subdivisions as defined in Chapter 768.28, Florida Statutes, and shall be fully responsible for the acts and omissions of their respective agents or employees to the extent permitted by law. Nothing herein is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity may be applicable nor shall anything included herein be construed as consent to be sued by third parties in any matter arising out of this Agreement or any other contract.

ARTICLE 6. INSURANCE

Government Entity and County are governmental entities subject to the limitations of Section 768.28, Florida Statutes. Government Entity and County shall institute and
maintain a fiscally sound and prudent risk management program with regard to its respective obligations under this Agreement in accordance with the provisions of Section 768.26, Florida Statutes.

ARTICLE 7. EEO COMPLIANCE

7.1 No party to this Agreement may discriminate on the basis of race, color, national origin, sex, religion, age, marital status, political affiliation, familial status, disability, sexual orientation, pregnancy, or gender identity and expression in the performance of this Agreement. The Parties shall include the foregoing or similar language in their contracts with any subcontractors or subconsultants, except that any project assisted by the U.S. Department of Transportation funds shall comply with the nondiscrimination requirements in 49 C.F.R. Parts 23 and 26, as amended. Failure by either party to comply with the foregoing requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the other party deems appropriate.

7.2 The Parties shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. In addition, the Parties shall take affirmative steps to ensure nondiscrimination in employment against disabled persons.

7.3 By execution of this Agreement, each party represents that it has not been placed on the discriminatory vendor list (as provided in Section 287.134, Florida Statutes, as may be amended from time to time). Each party hereby materially relies on such representation by the other party in entering into this Agreement. An untrue representation of the foregoing shall entitle the aggrieved party to terminate this Agreement and such other remedy as the aggrieved party deems appropriate.

ARTICLE 8. MISCELLANEOUS

8.1 Rights in Documents and Work. Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the party that created same and will be available to the other party for inspection or use at no cost; provided that nothing herein shall prevent or restrict the owner of the documents from lawfully destroying or lawfully disposing of any such documents.

8.2 Audit Rights and Retention of Records. Each party shall have the right to audit the books, records, and accounts of the other party that are related to this Agreement. Government Entity and County shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement and performance thereunder.

The Parties shall preserve and, upon request, make available, at reasonable times for examination and audit by the other party, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act, Chapter 119, Florida Statutes, as may be amended from time to time, if applicable, or, if the Florida Public Records Act is not
applicable, for a minimum period of three (3) years after the document or record came into existence. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings.

8.3 **Independent Contractor**: Government Entity and County are independent contractors under this Agreement. Services provided by Government Entity pursuant to this Agreement shall be subject to the supervision of Government Entity and Services provided by County, pursuant to this Agreement, shall be subject to the supervision of County. In providing such Services, Government Entity, its officers, employees, or agents are not authorized to and shall not act as officers, employees, or agents of County, and County, its officers, employees, or agents are not authorized to and shall not act as officers, employees, or agents of Government Entity. This Agreement shall not constitute or make the Parties a partnership or joint venture.

8.4 **Third Party Beneficiaries**: Neither Government Entity nor County intends to directly or substantially benefit a third party by this Agreement. Therefore, the Parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement.

8.5 **Notices**: All notices to be given hereunder shall be in writing, and may be given by United States Mail, postage prepaid, return receipt requested, by commercial express carrier with acknowledgement of delivery, or by hand delivery, addressed to the party to be notified at the last place specified with a simultaneous copy sent via electronic mail. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the Parties designate the following as the respective places for giving of notice:

**FOR COUNTY:**

County Administrator  
Governmental Center, Suite 409  
115 South Andrews Avenue  
Fort Lauderdale, Florida 33301  
Email: _______________________

With a copy to:

Director, Solid Waste and Recycling Services  
One North University Drive, Suite 400  
Plantation, Florida 33324  
Email: _______________________

**FOR GOVERNMENT ENTITY:**

______________________________
______________________________

6
8.6 Assignment. Neither this Agreement nor any right or interest herein shall be assigned, transferred, or encumbered without the written consent of the other party.

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

8.8 Materiality and Waiver of Breach. Each requirement, duty, and obligation set forth herein was bargained for at arm's length and is agreed to by the Parties. Each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement, and each is, therefore, a material term hereof. Either Government Entity's or County's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

8.9 Compliance with Laws. Government Entity and County shall each comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement.

8.10 Severability. If any part of this Agreement is found to be unenforceable by a court of competent jurisdiction, that part shall be deemed severed from this Agreement and the balance of the Agreement shall remain in full force and effect.

8.11 Joint Preparation. This Agreement has been jointly prepared by the Parties hereto, and shall not be construed more strictly against either Party.

8.12 Law, Jurisdiction, Venue, Waiver of Jury Trial. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the state of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the exclusive venue for any lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida.

BY ENTERING INTO THIS AGREEMENT, GOVERNMENT ENTITY AND COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT. IF A PARTY FAILS TO WITHDRAW A REQUEST FOR A JURY TRIAL IN A LAWSUIT ARISING OUT OF THIS AGREEMENT AFTER WRITTEN NOTICE BY THE OTHER PARTY OF VIOLATION OF THIS SECTION, THE PARTY MAKING THE REQUEST FOR JURY TRIAL SHALL BE LIABLE FOR THE REASONABLE ATTORNEYS' FEES AND COSTS OF THE OTHER PARTY IN CONTESTING THE REQUEST FOR JURY TRIAL, AND SUCH AMOUNTS SHALL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION.

8.13 Amendments. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with
the same or similar formality as this Agreement and executed by the County and Government Entity.

8.14 **Prior Agreements.** This Agreement represents the final and complete understanding of the Parties regarding the subject matter hereof and supersedes all prior and contemporaneous negotiations and discussions regarding the subject matter. There is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document.

8.15 **Payable Interest**

8.15.1 **Payment of Interest.** County shall not be liable to pay any interest to Government Entity for any reason, whether as prejudgment interest or for any other purpose, and in furtherance thereof Government Entity waives, rejects, disclaims and surrenders any and all entitlement it has or may have to receive interest in connection with a dispute or claim based on or related to this Agreement. This subsection shall not apply to any claim for interest, including for postjudgment interest, if such application would be contrary to applicable law.

8.15.2 **Rate of Interest.** If the preceding subsection is inapplicable or is determined to be invalid or unenforceable by a court of competent jurisdiction, the annual rate of interest payable by County under this Agreement, whether as prejudgment interest or for any other purpose, shall be, to the fullest extent permissible under applicable law, .025% (one quarter of one percent) simple interest (uncompounded).

8.16 **Incorporation by Reference.** Any and all Recital clauses stated above are true and correct and are incorporated herein by reference.

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

8.18 **Counterparts and Multiple Originals.** This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.
IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement: BROWARD COUNTY through its County Administrator authorized to execute same, by Board action, on the ___day of__________, 20___, and______________, signing by and through its authorized signatory, duly authorized to execute same.

COUNTY

WITNESSES:

By: __________________________

______________, County Administrator

__________

Approved as to form by
Office of the County Attorney
for Broward County, Florida
Andrew J. Meyers, County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-7641

Insurance requirements
approved by Broward County
Risk Management Division

By __________________________________________ (Date)

By Angela F. Benjamin (Date)
Senior Assistant County Attorney

By __________________________________________ (Date)

By Michael J. Kerr (Date)
Deputy County Attorney
INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY AND
FOR USE OF BROWARD COUNTY TEMPORARY
DEBRIS MANAGEMENT SITES AND RELATED SERVICES

ATTEST:

_________________________  By: ________________________________
City Clerk or Authority      Mayor

Dated: _____ day of ____________, 20__

APPROVED AS TO LEGAL FORM:

_________________________
Governmental Entity Attorney

Dated: ______________________

03/09/18 Alternative ILA for TDMS Services form
AB/doc. # 272880
TO: Mayor and City Commission
FROM: Ambreen Bhatti, City Manager
BY: George Krawczyk, Public Works/Utilities Director
DATE: April 24, 2018
SUBJECT: Florida Department of Transportation (FDOT) Compensation Agreement for Street Lights Maintenance on State Road 7

As you may know, the City of North Lauderdale currently owns and maintains the street lights on State Road 7 from Commercial Boulevard up to the City of Margate city limits. These maintenance expenditures are currently covered by the City’s General fund.

Recently, staff researched and found a program where Florida Department of Transportation (FDOT) reimburses municipalities for street light maintenance on State Roads. Maintaining Agencies (cities) are compensated at a fixed fiscal year rate for each light pole. The scope of maintenance of poles under this program does not change from what the City is currently doing. In order to participate in this program, the City has to execute the attached Compensation Agreement. Please be advised that some of the neighboring cities are also participating in this program.

According to attached exhibit B, the reimbursement amount will be based on $274.63 per street pole. This number will go up by 3% very year.

Some of the highlights of the Compensation Agreement are as follows:

- 90% of the lights shall be operational at all times.
- Maintaining Agency shall keep records of all maintenance cost and related activities
- The Maintaining Agency shall invoice the FDOT every year between May 1st and June 15th and after inspection by FDOT staff a lump sum payment is made by June 30th
- All work shall be in accordance of Manual of Uniform Traffic Control Devices (MUTCD) standards.
- This Compensation Agreement does not have any expiration date. However, it is subject to availability of funds by FDOT.

RECOMMENDATION:

The City Administration recommends City Commission’s consideration and approval of the attached Resolution authorizing the City Manager or her designee to enter into a Compensation Agreement with Florida Department of Transportation for the maintenance of the State Road 7 street lights within the City limits.
RESOLUTION NO. _________________

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF NORTH LAUDERDALE, FLORIDA, AUTHORIZING THE CITY MANAGER OR HER DESIGNEE TO ENTER INTO A COMPENSATION AGREEMENT WITH FLORIDA DEPARTMENT OF TRANSPORTATION FOR THE MAINTENANCE OF THE STATE ROAD 7 STREET LIGHTS WITHIN THE CITY LIMITS; AND PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF NORTH LAUDERDALE, FLORIDA:

Section 1: That the City Commission of the City of North Lauderdale, Florida authorizes the City Manager or her designee to enter into a Compensation agreement with Florida Department of Transportation for the maintenance of the State Road 7 Street lights.

Section 2: The City shall ensure that 90% of the lights are operational at all times per the Compensation Agreement.

Section 3: The City shall invoice the Florida Department of Transportation yearly between May 1st and June 15th per the Compensation Agreement and a lump sum payment will be made by June 30th based on a yearly fixed rate per street light pole

Section 4: That this Resolution shall take effect immediately upon adoption.

PASSED and ADOPTED by the City Commission of the City of North Lauderdale, Florida, this 24th day of April, 2018.

APPROVED AS TO LEGAL FORM:

__________________________________
CITY ATTORNEY SAMUEL S. GOREN

__________________________________
MAYOR JACK BRADY

__________________________________
VICE MAYOR RICH MOYLE

ATTEST:

__________________________________
PATRICIA VANCHERI, CITY CLERK
STATE HIGHWAY LIGHTING, MAINTENANCE, AND
COMPENSATION AGREEMENT

CONTRACT NO. ____________________________
FINANCIAL PROJECT NO. ___________________
F.E.I.D. NO. ________________________________

THIS AGREEMENT entered into this _______ day of ______________, year of __________, by and
between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, hereinafter referred to as “FDOT”, and
_________________________, hereinafter referred to as the “MAINTAINING AGENCY”;

WITNESSETH:

WHEREAS, FDOT is authorized under Sections 334.044 and 335.055, Florida Statutes to enter into this
Agreement, and the MAINTAINING AGENCY has the authority to enter into this Agreement and to undertake the
maintenance and operation of lighting on the State Highway System; and

WHEREAS, the MAINTAINING AGENCY has authorized its undersigned officers to enter into and execute this
Agreement;

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein, FDOT and the
MAINTAINING AGENCY hereby agree as follows:

1. Maintenance of Facilities
   a. The MAINTAINING AGENCY shall maintain all the lighting now or hereafter located on the State
      Highway System within the jurisdictional boundaries of the MAINTAINING AGENCY, hereinafter referred
to as the “Facilities,” throughout its expected useful life. For the purposes of this Agreement, the term
      Facilities shall be deemed to include, but not necessarily be limited to, lighting for roadways, as well as
      park and ride, pedestrian overpasses, and recreational areas owned by or located on the property of
      FDOT, but shall exclude those systems listed in Exhibit “A” attached hereto and by this reference made a
      part hereof, and shall exclude lighting located in weigh stations, rest areas, or on Interstate highways.
   b. In maintaining the Facilities, the MAINTAINING AGENCY shall perform all activities necessary to keep
      the Facilities fully operating, properly functioning, with a minimum of 90% of the lights burning for any
      lighting type (ex. high mast, standard, underdeck, sign) or roadway system at all times for their normal
      expected useful life in accordance with the original design thereof, whether necessitated by normal wear
      and tear, accidental or intentional damage, or acts of nature. Said maintenance shall include, but shall
      not be limited to, providing electrical power and paying all charges associated therewith, routine
      inspection and testing, preventative maintenance, emergency maintenance, replacement of any
      component parts of the Facilities (including the poles and any and all other component parts installed as
      part of the Facilities), and locating (both vertically and horizontally) the Facilities, as may be necessary.
   c. All maintenance shall be in accordance with the provisions of the following:
      (1) Manual of Uniform Traffic Control Devices; and,
      (2) All other applicable local, state, or federal laws, rules, resolutions, or ordinances, and FDOT
          procedures.
   d. For lighting installed as part of an FDOT project, the MAINTAINING AGENCY’s obligation to maintain
      shall commence upon the MAINTAINING AGENCY’s receipt of notification from FDOT that FDOT has
      formally accepted the project, except for the obligation to provide for electrical power, which obligation to
      provide for electrical power shall commence at such time as the lighting system is ready to be energized;
      provided, however, that the MAINTAINING AGENCY shall not be required to perform any activities which
      are the responsibilities of FDOT’s contractor.
      Prior to any acceptance by FDOT, the MAINTAINING AGENCY shall have the opportunity to inspect and
      request modifications/corrections to the installation(s) and FDOT agrees to undertake those prior to
      acceptance so long as the modifications/corrections comply with the contract and specifications
      previously approved by both FDOT and the MAINTAINING AGENCY.
   e. The continuing obligations under this paragraph 1 beyond the first fiscal year hereof are subject to the
      voluntary negotiation of the amount to be paid as set forth in subparagraph 2b hereof.

2. Compensation and Payment
   a. FDOT agrees to pay to the MAINTAINING AGENCY a lump sum of $______________ for the
      fiscal year in which this Agreement is signed (fiscal year as referenced in this Agreement shall be FDOT’s
fiscal year). Payments will be made in accordance with Exhibit B.

b. For each future fiscal year, FDOT and the MAINTAINING AGENCY shall agree on the amount to be paid prior to the fiscal year beginning. FDOT will issue a work order confirming the amount and authorizing the performance of maintenance for each new fiscal year. The Work Order shall be an FDOT signed letter of authorization to the MAINTAINING AGENCY with a subject line containing the terms “State Highway Lighting, Maintenance, And Compensation Agreement Work Order.” The Work Order shall reflect the contract number, financial project number, FESID No. of the MAINTAINING AGENCY, the fiscal year, and the lump sum amount to be paid for the fiscal year indicated. The Work Order shall be signed by the MAINTAINING AGENCY and returned to FDOT. No payment will be made on Work Orders which are not properly signed and returned to FDOT prior to performing services.

c. Payment shall be made in one annual lump sum as provided in paragraph 4.

3. Record Keeping

The MAINTAINING AGENCY shall keep records of all activities performed pursuant to this Agreement. The records shall be kept in a format approved by FDOT. Records shall be maintained and made available upon request to FDOT during the period of this Agreement and for three (3) years after final payment for the work pursuant to this Agreement is made. Copies of these documents and records shall be furnished to FDOT upon request.

4. Invoicing

The MAINTAINING AGENCY shall invoice FDOT yearly in an acceptable format. Invoices may be submitted between May 1 to June 15 of the fiscal year in which the services were provided in order to be processed for payment by June 30.

Upon receipt, FDOT has five (5) working days to inspect and approve the goods and services. FDOT has twenty (20) days to deliver a request for payment (voucher) to the Department of Financial Services. The twenty (20) days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved.

If a payment is not available within forty (40) days, a separate interest penalty at a rate as established pursuant to Section 215.422, Florida Statutes, shall be due and payable, in addition to the invoice amount, to the MAINTAINING AGENCY. Interest penalties of less than one (1) dollar shall not be enforced unless the MAINTAINING AGENCY requests payment. Invoices returned to a MAINTAINING AGENCY because of MAINTAINING AGENCY preparation errors shall result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to FDOT.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for contractors/vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 410-9724 or by calling the Chief Financial Officer’s Hotline, 1-800-848-3792.

The State of Florida’s performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. In the event this Agreement is in excess of $25,000 and has a term for a period of more than one (1) year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

FDOT, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection shall be null and void, and no money may be paid on such contract. FDOT shall require a statement from the Comptroller of FDOT that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one (1) year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all contracts of FDOT which are for an amount in excess of $25,000 and which have a term for a period of more than one (1) year.

5. Default

In the event that the MAINTAINING AGENCY breaches any provision of this Agreement, then in addition to any other remedies which are otherwise provided for in this Agreement, FDOT may exercise one or more of the following options, provided that at no time shall FDOT be entitled to receive double recovery of damages:

a. Pursue a claim for damages suffered by FDOT or the public.

b. Pursue any other remedies legally available.
c. As to any work not performed by the MAINTAINING AGENCY, perform such work with its own forces or through contractors and seek reimbursement for the cost thereof from the MAINTAINING AGENCY if the MAINTAINING AGENCY fails to cure the non-performance within fourteen (14) days after written notice from FDOT of the non-performance; provided, however, that advance notice and cure shall not be preconditions in the event of an emergency.

6. Force Majeure

Neither the MAINTAINING AGENCY nor FDOT shall be liable to the other for any failure to perform under this Agreement to the extent such performance is prevented by an act of God, war, riots, natural catastrophe, or other event beyond the control of the non-performing party and which could not have been avoided or overcome by the exercise of due diligence; provided that the party claiming the excuse from performance has (a) promptly notified the other party of the occurrence and its estimate duration, (b) promptly remedied or mitigated the effect of the occurrence to the extent possible, and (c) resumed performance as soon as possible.

7. Miscellaneous

a. FDOT shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement.

b. The MAINTAINING AGENCY shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the MAINTAINING AGENCY in conjunction with this Agreement. Failure by the MAINTAINING AGENCY to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by FDOT.

c. This Agreement constitutes the complete and final expression of the parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, or negotiations with respect thereto.

d. This Agreement shall be governed by the laws of the State of Florida. Any provision hereof found to be unlawful or unenforceable shall be severable and shall not affect the validity of the remaining provisions hereof.

e. All notices required pursuant to the terms hereof may be sent by first class United States Mail, facsimile transmission, hand delivery, or express mail and shall be deemed to have been received by the end of five (5) business days from the proper sending thereof unless proof of prior actual receipt is provided. The MAINTAINING AGENCY shall have a continuing obligation to notify each District of FDOT of the appropriate persons for notices to be sent pursuant to this Agreement. Unless otherwise notified in writing, notices shall be sent to the following addresses:

MAINTAINING AGENCY:


FDOT:


f. PUBLIC ENTITY CRIME INFORMATION STATEMENT: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty six (36) months from the date of being placed on the convicted vendor list.

g. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on
leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.

h. Nothing herein shall be construed as a waiver of either party’s sovereign immunity.

i. MAINTAINING AGENCY:

1. shall utilize the U.S. Department of Homeland Security’s E-Verify system to verify the employment eligibility of all new employees hired by the MAINTAINING AGENCY during the term of the contract; and

2. shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security’s E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

8. Certification

This document is a printout of an FDOT form maintained in an electronic format and all revisions thereto by the MAINTAINING AGENCY in the form of additions, deletions or substitutions are reflected only in an Appendix entitled "Changes To Form Document" and no change is made in the text of the document itself. Hand notations or affected portions of this document may refer to changes reflected in the above-named Appendix but are for reference purposes only and do not change the terms of the document. By signing this document, the MAINTAINING AGENCY hereby represents that no change has been made to the text of this document except through the terms of the Appendix entitled "Changes to Form Document."

You MUST signify by selecting or checking which of the following applies:

☐ No changes have been made to this Forms Document and no Appendix entitled "Changes to Form Document" is attached.

☐ No changes have been made to this Form Document, but changes are included on the attached Appendix entitled "Changes to Forms Document."

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective the day and year first written.

MAINTAINING AGENCY

BY: (Signature)

(Typed Name: ______________________________) DATE: ____

(Typed Title: ________________________________)

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

BY: (Signature)

(Typed Name: ______________________________) DATE: ____

(Typed Title: ________________________________)

FDOT Legal Review

BY: (Signature) Counsel

(Typed Name: ______________________________) DATE: ___
Exhibit A

Systems listed below are excluded from this Agreement:

1. 
2. 
3. 
4. 
5. 
6. 
EXHIBIT B

STATE HIGHWAY LIGHTING, MAINTENANCE AND COMPENSATION AGREEMENT

1.0 PURPOSE

This exhibit defines the method and limits of compensation to be made to the Maintaining Agency for the services described in this Agreement and Method by which payments will be made.

2.0 COMPENSATION

For the satisfactory completion of all services detailed in this Agreement, the Department will pay the Maintaining Agency the Total Lump Sum as indicated in Section 2 of the Agreement. The Maintaining Agency will receive one lump sum payment at the end of each fiscal year for satisfactory completion of service.

Total Lump Sum Amount for each Fiscal Year is calculated by taking all of the actual number of qualifying lights times 90% times the FY Unit Rate.

Example: 330 lights x 0.90 x $201.58 = $59,869.26

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<td>$265.63</td>
</tr>
<tr>
<td>17-18</td>
<td>$274.63</td>
</tr>
</tbody>
</table>

Beginning FY 14-15, the Unit Rate for each fiscal year will be 3% more than the Unit Rate from the previous fiscal year, unless otherwise specified in an amendment to this Agreement or changed through an update of this exhibit.
fiscal year). Payments will be made in accordance with Exhibit B.

b. For each future fiscal year, FDOT and the MAINTAINING AGENCY shall agree on the amount to be paid prior to the fiscal year beginning. FDOT will issue a work order confirming the amount and authorizing the performance of maintenance for each new fiscal year. The Work Order shall be an FDOT signed letter of authorization to the MAINTAINING AGENCY with a subject line containing the terms “State Highway Lighting, Maintenance, And Compensation Agreement Work Order.” The Work Order shall reflect the contract number, financial project number, FEID No. of the MAINTAINING AGENCY, the fiscal year, and the lump sum amount to be paid for the fiscal year indicated. The Work Order shall be signed by the MAINTAINING AGENCY and returned to FDOT. No payment will be made on Work Orders which are not properly signed and returned to FDOT prior to performing services.

c. Payment shall be made in one annual lump sum as provided in paragraph 4.

3. Record Keeping
The MAINTAINING AGENCY shall keep records of all activities performed pursuant to this Agreement. The records shall be kept in a format approved by FDOT.

Records shall be maintained and made available upon request to FDOT during the period of this Agreement and for three (3) years after final payment for the work pursuant to this Agreement is made. Copies of these documents and records shall be furnished to FDOT upon request.

4. Invoicing
The MAINTAINING AGENCY shall invoice FDOT yearly in an acceptable format. Invoices may be submitted between May 1 to June 15 of the fiscal year in which the services were provided in order to be processed for payment by June 30.

Upon receipt, FDOT has five (5) working days to inspect and approve the goods and services. FDOT has twenty (20) days to deliver a request for payment (voucher) to the Department of Financial Services. The twenty (20) days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved.

If a payment is not available within forty (40) days, a separate interest penalty at a rate as established pursuant to Section 215.422, Florida Statutes, shall be due and payable, in addition to the invoice amount, to the MAINTAINING AGENCY. Interest penalties of less than one (1) dollar shall not be enforced unless the MAINTAINING AGENCY requests payment. Invoices returned to the MAINTAINING AGENCY because of preparation errors shall result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to FDOT.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for contractors/vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 410-9724 or by calling the Chief Financial Officer’s Hotline, 1-800-848-3792.

The State of Florida’s performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. In the event this Agreement is in excess of $25,000 and has a term for a period of more than one (1) year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated.

FDOT, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection shall be null and void, and no money may be paid on such contract. FDOT shall require a statement from the Comptroller of FDOT that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one (1) year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all contracts of FDOT which are for an amount in excess of $25,000 and which have a term for a period of more than one (1) year.

5. Default
In the event that the MAINTAINING AGENCY breaches any provision of this Agreement, then in addition to any other remedies which are otherwise provided for in this Agreement, FDOT may exercise one or more of the following options, provided that at no time shall FDOT be entitled to receive double recovery of damages:

a. Pursue a claim for damages suffered by FDOT or the public.

b. Pursue any other remedies legally available.
TO: Mayor and City Commission
FROM: Ambreen Bhatti, City Manager
By: Tammy L. Reed-Holguin, Community Development Director
DATE: April 24, 2018
SUBJECT: Resolution Supporting the Broward MPO C-14 Greenway Improvements

Tonight we are requesting Commission approval of the attached Resolution supporting a plan from the Broward MPO to enhance the Cypress Creek Greenway throughout Broward County. This is a project the MPO is seeking funding for and needs the backing from local jurisdictions to strengthen their applications.

BACKGROUND:
As you know, the C-14 canal lies north of Southgate Boulevard and runs the length of the City from approximately 81st Avenue to Rock Island Road (see map below). Staff and the Commission through their MPO representative, Commissioner Graziose, have been involved with the creation of the Cypress Creek Greenway enhancements working group that includes staff from the Broward MPO, multiple Cities, utility providers and the South Florida Water Management District.

The proposed project entails adding features along the greenway from the intercostal water way to the Sawgrass Expressway. Appropriately named from Seagrass to Sawgrass the project would add more benches, landscaping, and lighting and provide enhanced connectivity to the greenway around major intersections. Tonight, we are requesting approval of the attached Resolution demonstrating the City Commission’s support for the Cypress Creek Greenway Improvements Initiative.

RECOMMENDATION:

The City Administration recommends Commission’s consideration and adoption of the attached Resolution supporting the Broward MPO in their pursuit of funding for Cypress Creek Greenway enhancements and improvements.
Map of the Cypress Creek Greenway from the SUN Trail online mapping
RESOLUTION NO. ____________________

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF NORTH LAUDERDALE, FLORIDA, SUPPORTING THE BROWARD METROPOLITAN PLANNING ORGANIZATION (MPO) IN THEIR PURSUIT OF FUNDING RELATED TO THE ENHANCEMENTS OF THE CYPRESS CREEK GREENWAY AND TO IMPLEMENT SAID PROGRAMS IF AND WHEN FUNDING IS AVAILABLE; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Cypress Creek Greenway has been identified as part of the Florida Greenways and Trails System (FGTS) Plan; and

WHEREAS, the City of North Lauderdale supports the Broward Metropolitan Planning Organization’s efforts to enhance/improve the Cypress Creek Greenway by identifying additional features including but not limited to signage, landscape, amenities as well as intersection safety improvements; and

WHEREAS, the Broward Metropolitan Planning Organization has identified funding to develop a feasibility and implementation plan for the Cypress Creek Greenway, which will identify potential enhancements/improvements; and

WHEREAS, the City of North Lauderdale will work with the Broward Metropolitan Planning Organization to identify funding opportunities to implement these improvements.

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

SECTION 1. The foregoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct and incorporated herein by this reference.

SECTION 2. The City Manager of the City of North Lauderdale, Florida is hereby authorized and directed to assist with the any applications and filing of such grant documents as may be reasonably required to support the Cypress Creek Greenway improvements.
SECTION 3. The City Commission finds and determines that it is in the best interests of the citizens and residents of the City of North Lauderdale, Florida, to support the Cypress Creek Greenway Improvements

SECTION 4. This Resolution shall become effective upon adoption.


_____________________________
MAYOR JACK BRADY

_____________________________
VICE MAYOR RICH MOYLE

ATTEST:

____________________________________
PATRICIA VANCHERI, City Clerk

APPROVED AS TO LEGAL FORM
BY CITY ATTORNEY:

____________________________________
SAMUEL S. GOREN, ESQUIRE
MEMORANDUM

To: Mayor and City Commission
From: City Clerk Patricia Vancheri
Date: April 24, 2018
Subject: Calling the General Municipal Election for November 6, 2018

As per State Statutes and the City of North Lauderdale’s Code of Ordinances, the City Commission is required to adopt a Resolution calling a General Municipal Election and setting forth the date of the election, the polling places where the election will be held and the opening and closing time of the polling locations. The candidate qualifying period begins at noon on Monday, June 18, 2018 and ends at noon on Friday, June 22, 2018. During the thirty days prior to the beginning of qualifying, notice of the General Election must appear in a newspaper of general circulation two times.

**Recommendation:**

City Commission’s approval of the attached Resolution calling for a General Municipal Election to be held on November 6, 2018 and advising of the candidate qualifying dates.
RESOLUTION NO._______________________

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF NORTH LAUDERDALE, FLORIDA, CALLING AND PROVIDING FOR A GENERAL MUNICIPAL ELECTION TO BE HELD ON THE 6TH DAY OF NOVEMBER, 2018, TO PROVIDE FOR THE ELECTION OF MAYOR AT LARGE, ONE COMMISSIONER FROM DISTRICT “A” AND ONE COMMISSIONER FROM DISTRICT “B”; PROVIDING FOR TIMES OF SAID ELECTION; PROVIDING FOR A QUALIFYING PERIOD; PROVIDING FOR POLLING PLACES; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the terms of office for Mayor-at-Large Jack Brady; Commissioner Lorenzo Wood representing District “A” and Commissioner Jerry Graziose representing District “B”, respectively, expire in November, 2018; and

WHEREAS, by virtue of said expiration of terms, there will be vacancies created requiring the calling of an election for a Mayor and two Commissioners to fill said vacancies for four year terms; and

WHEREAS, the City Commission finds that calling for a general municipal election to be held on November 6, 2018 is in the best interests of the citizens and residents of the City of North Lauderdale.

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

Section 1. The foregoing “WHEREAS” clauses are true and correct and expressly made a part hereof.

Section 2. That the City Commission of the City North Lauderdale, Florida hereby calls for a General Municipal Election to be held on the 6th day of November, 2018 to fill vacancies caused by the expiration of terms of office for Mayor-at-Large and for Commissioners representing District “A” and District “B”.

Section 3. That the polls shall be open to voters from 7:00 a.m. until 7:00 p.m. on the date of the election.

Section 4. That qualifying for candidates shall begin at noon on Monday, June 18, 2018 and end at noon on Friday, June 22, 2018.

Section 5. All resolutions inconsistent or in conflict herewith shall be and are hereby repealed insofar as there is conflict or inconsistency.
Section 6. If any section, sentence, clause, or phrase of this resolution is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this resolution.

Section 7. This Resolution shall become effective upon its passage and adoption by the City Commission.

PASSED AND ADOPTED by the City Commission of the City of North Lauderdale, Florida, this 24 day of April, 2018.

APPROVED AS TO FORM:

___________________________________
CITY ATTORNEY SAMUEL S. GOREN

________________________________
MAYOR JACK BRADY

________________________________
VICE MAYOR RICH MOYLE

ATTEST:

_________________________________
CITY CLERK PATRICIA VANCHERI
City of North Lauderdale
Application to Request City Ceremonial Item
Date: 4/19/18

Request for Ceremonial Items must be submitted 4 weeks prior to the requested Commission meeting date. The City Commission meets the 2nd and last Tuesday of each month.

1. Type of Ceremonial Item Requested:
   - ______ Key to the City
   - ______ Certificate/Plaque of recognition or appreciation
   - ______ Proclamation
   - ______ Letter of Honor (Requires notification to the Commission and no approval)

2. Individual, Agency, or Organization Requesting Ceremonial Item:
   Name, Address, Phone __________ On behalf of Mayor and Commission
   by Commissioner Samson Borgelin 954-275-9570

3. Purpose of Ceremonial Item: __________ To receive *Plaque of Recognition, **Certificate
   (*)Special Service and Leadership Award (Occasion: HAITIAN HERITAGE MONTH (May 2018)
   (**)Outstanding Peer Education Group Award (Community Engagement)

Please fill in 5 Bullet Points as to why this Ceremonial Item is desired:
   - ___ Demonstrating an exceptional commitment to our future leaders' Development and Continuing Education
   - ___ Outstanding educational leadership role in the life of disadvantaged and minority families of our community
   - ___ Serving as supportive and resourceful connection for young people and families in our community
   - ___ Responsible for dissolving stigmas that keep minority youths from advancing in education
   - ___ Constantly challenging, motivating, educating, and igniting the drive for success in minority and ethnic groups
   - ___ Encouraging many students to create change, make positive decisions, graduate and pursue higher education

4. Item to be presented at:
   - ___ Commission meeting on May 29, 2018
   - ___ Another event
   - ___ Location City Hall Date: May 29, 2018

5. Person Attending Meeting to Receive Ceremonial Item
   Name/Phone Number _________________________________ (see below)

These remarkable behind-the-scene individuals deserve the Commission of North Lauderdale recognition for their contributions to impact and better the life of many residents of North Lauderdale.

<p>| Special Service and Leadership AWARD by Commissioner Samson Borgelin, District D, N Lauderdale |</p>
<table>
<thead>
<tr>
<th>HONOREES</th>
<th>Area of Contribution</th>
<th>Contact Number</th>
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<tbody>
<tr>
<td>1) Special Service &amp; Leadership Awards (*Plaque)</td>
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<tr>
<td>* Lulrick Balzora, Dr.</td>
<td>Interim Dean, Social Behavior Sciences &amp; Human Services (SBHS) Pathway Community, Broward College</td>
<td>954-201-6514; <a href="mailto:lblzora@broward.edu">lblzora@broward.edu</a></td>
</tr>
<tr>
<td>* Israel Francols</td>
<td>Associate Chaplain, BSO</td>
<td>954-336-9998; <a href="mailto:ifrancols@bellsouth.net">ifrancols@bellsouth.net</a></td>
</tr>
<tr>
<td>2) Outstanding Peer Education Group (**Certificate)</td>
<td></td>
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</tr>
<tr>
<td>** Woodllyon Aclyche</td>
<td>Minority Male Initiative (MNI), Broward College</td>
<td>954-278-2063</td>
</tr>
<tr>
<td>** Wiclliff Fleurizard</td>
<td>&quot;</td>
<td>754-242-5394</td>
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<tr>
<td>** Brandon Gibson</td>
<td>&quot;</td>
<td>202-309-9696; <a href="mailto:bgibson@broward.edu">bgibson@broward.edu</a></td>
</tr>
<tr>
<td>** Gustavo Cordido</td>
<td>&quot;</td>
<td>754-215-2303</td>
</tr>
<tr>
<td>** Zane Ashraf</td>
<td>&quot;</td>
<td>954-397-6591</td>
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This memorandum is intended to assist with the Charter Review Committee’s presentation to the City Commission (“CRC”) on April 24, 2018. The City’s 2017-2018 CRC was comprised of:

Stancil Kinsley, Chair  
Nivia Roldan, Vice Chair  
Calisha Frances  
Janet Lanni  
Debbie Phillip  
Russell Neal  

The CRC held its first monthly meeting on May 25, 2017 and concluded its work on February 22, 2018. The CRC examined each section of the City Charter, with the assistance of the City Attorney’s Office and the City Clerk’s Office. As part of its review, the CRC considered recommendations of the City’s professional staff.

After discussing and deliberating on each section of the Charter, the CRC is presenting two (2) recommendations to the City Commission for its consideration.

1) Section 9.9 – The Charter currently requires the City Commission to convene a charter review committee every five (5) years. The CRC is recommending an increase in the duration of time between charter review committees from five (5) years to eight (8) years, with the next CRC convening in January 2025.

2) Section 9.10 – The Charter currently contains a detailed procurement code for the City. At the recommendation of the City’s professional staff and with the
concurrence of the City Attorney’s Office, the CRC is recommending deleting the procurement code from the City Charter and requiring the City Commission, by ordinance, to adopt a comprehensive procurement code for the city. This CRC is not recommending any substantive changes to the procurement code, rather the proposal seeks to convert the procurement code from a Charter provision to an ordinance of the City Commission.

Please contact the City Attorney’s Office if there is any additional information that we can provide or if we can assist further with the CRC’s presentation to the City Commission.