CITY OF NORTH LAUDERDALE

COMMISSION MEETING

TUESDAY, JUNE 26, 2018

REGULAR MEETING – 6:00 p.m.

WATER CONTROL DISTRICT
(Immediately following regular meeting)

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 Bhaty
   City Attorney Samuel S. Goren
   City Clerk Patricia Vancheri

3. APPROVAL OF MINUTES

   a. None submitted

4. PRESENTATIONS

   a. Promotion of Fire Fighter/Paramedic Napoleon Outlaw to the position of Driver Engineer

   b. Community Recognition (Commissioner Borgelin)
      
      • Kirk Brown
      • Junior Dennis
      • Reverend Allen Jackson
      • Sandra Bernard Bastien
      • Anika Omphroy
      • Reverend Nicolas Rivera
      • Corey Shearer
c. Broward County One Cent Sales Tax Increase Presentation – Chris Walton, Gretchen Cassini and Tony Hui

d. Redevelopment Management Associates (RMA) Update – Jena Valentine

5. PROCLAMATIONS

a. Parks and Recreation Month - July

6. PUBLIC DISCUSSION

7. QUASI-JUDICIAL ITEMS

a. SUBJECT: [LAND USE AMENDMENT - LUA 18-01]
   Off Lease Only Addition
   Folio # 4941 01 42 0011 Southwest corner of 827 S. SR 7

   ORDINANCE: Second Reading and Adoption: Land Use Amendment to the City of North Lauderdale land use map to amend approximately 3.77 gross acres of Residential Low Density-RLD (0 to 5 DU/a) to Commercial (C)

   APPLICANT: Ejola Cook, Off Lease Only 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

AN ORDINANCE OF THE CITY OF NORTH LAUDERDALE, FLORIDA, AMENDING THE NORTH LAUDERDALE COMPREHENSIVE LAND USE PLAN IN ACCORDANCE WITH CHAPTER 163, SECTION 163.3184 OF THE FLORIDA STATUTES, TO PROVIDE THE CHANGE OF APPROXIMATELY 3.773 ACRES OF LAND LOCATED IN THE CITY OF NORTH LAUDERDALE, COUNTY OF BROWARD, STATE OF FLORIDA, TO-WIT: FIRST BAPTIST CHURCH OF NORTH LAUDERDALE 154-35 B POR OF PAR A DESC AS: COMM AT NE COR OF PAR A, S 370 ALG E/L PAR A TO POB, CONT S 509.55, W 325, N 501.68 ALG W/L PAR A, E 324.91 TO POB, BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED IN ATTACHMENT A BE CHANGED UTILIZING RESIDENTIAL TO
COMMERCIAL FLEX FROM RESIDENTIAL LOW DENSITY-RLD (0-5 DU/A) TO COMMERCIAL (C) PROVIDING THAT THE OFFICIAL LAND USE MAP OF THE CITY OF NORTH LAUDERDALE SHALL BE AMENDED TO REFLECT SAID LAND USE CHANGE; PROVIDING FOR CONDITIONS; PROVIDING FOR CONFLICTS; AND, PROVIDING AN EFFECTIVE DATE.

b. SUBJECT: [RE-ZONING AMENDMENT - ZLU 18-01]
Off Lease Only Addition
Folio # 4941 01 42 0011  Southwester corner of 827 S. SR 7

ORDINANCE: Second Reading and Adoption: Zoning amendment to the City of North Lauderdale zoning map to rezone approximately 3.77 +/- - gross acres of Community Facility (CF) District to General Business (B-3) District.

APPLICANT: Ejola Cook, Off Lease Only 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

AN ORDINANCE OF THE CITY OF NORTH LAUDERDALE, FLORIDA, REZONING 3.77 GROSS ACRES MORE OR LESS OF LAND LOCATED IN THE CITY OF NORTH LAUDERDALE, COUNTY OF BROWARD, STATE OF FLORIDA, TO WIT: FIRST BAPTIST CHURCH OF NORTH LAUDERDALE 154-35 B POR OF PAR A DESC AS: COMM AT NE COR OF PAR A, S 370 ALG E/L PAR A TO POB, CONT S 509.55, W 325, N 501.68 ALG W/L PAR A, E 324.91 TO POB, BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED IN SECTION 1 BELOW FROM ZONING CLASSIFICATION OF COMMUNITY FACILITY (CF) DISTRICT TO GENERAL BUSINESS (B-3); PROVIDING THAT THE OFFICIAL ZONING MAP OF THE CITY OF NORTH LAUDERDALE SHALL BE AMENDED TO REFLECT SAID REZONING; PROVIDING FOR CONFLICTS; AND, PROVIDING AN EFFECTIVE DATE.
c. **SUBJECT:** Site Plan SPR18-01
   Off Lease Only Addition
   Folio # 4941 01 42 0011
   Southwest corner of 827 S. SR 7

   Final Site Plan approval to allow for the expansion of the existing car inventory lot within a future General Business (B-3) zoning district.

   **APPLICANT:** Ejola, Cook, Off Lease Only, 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:** To Approve the Final Site Plan subject to the twelve (12) conditions outlined in staff memorandum.

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d. **SUBJECT:** Site Plan SPR17-02
   7350 W. McNab Road

   To amend site plans SPR 98-03 and SPR 15-08 to create a cross access between the two properties connecting 7350 and 7300 W. McNab Rd.

   **APPLICANT:** Racetrac Stores 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:** To approve the preliminary and final site plan subject to the twelve (12) conditions outlined in staff memorandum.
e. SUBJECT:  **SPR 18-04 La Brasa Restaurant and Retail Space**  
Folio # 4941 11 28 0026 - McNab Road and Avon Lane

Preliminary Site Plan Approval to construct a new restaurant with attached retail space within a General Business (B-3) zoning district.

APPLICANT:  Oscar Rodriguez, Arena Capital LLC.

- 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:** To approve the preliminary site plan to subject to the subject to the twelve (12) conditions outlined in staff memorandum.

f. SUBJECT:  **Massage by Victoria**  
840 SW 81st Ave

Special exception use to allow a massage establishment as a primary use in accordance with Section 106-468 of the Master Business List in a Community Business (B-2) zoning district.

APPLICANT:  Victoria Syrowski

- 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:** To approve the Special Exception Use Permit subject to the six (6) conditions outlined in staff memorandum.
8. ORDINANCES SECOND READING

a. **ORDINANCE – Second Reading – Fiscal Year 2018 Budget Amendment**

- Motion, second and vote to read the ordinance
- Attorney reads title
- Staff presentation (Susan Nabors)
- 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, 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 REVISED “EXHIBIT A” ATTACHED; PROVIDING FOR CONFLICTS, SEVERABILITY, AND, PROVIDING FOR AN EFFECTIVE DATE.

b. **SUBJECT – Ordinance Changes Related to UtilityBilling – Second Reading**

i. **Ordinance – Second Reading - Amending Chapter 70, Sec. 70-4; Sec.70-6; Sec. 70-7 and Sec. 70-33**

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

AN ORDINANCE OF THE CITY OF NORTH LAUDERDALE, FLORIDA, AMENDING CHAPTER 70 OF THE CITY CODE OF ORDINANCES OF THE CITY OF NORTH LAUDERDALE, FLORIDA, ENTITLED “UTILITIES,” AND IN PARTICULAR, SECTION 70-4 ENTITLED “SIMULTANEOUS WATER, SEWER, AND STORMWATER MANAGEMENT RATES,”, IN ORDER TO REVISE THE REQUIREMENTS FOR ESTABLISHING UTILITY ACCOUNTS, SECTION 70-6 ENTITLED “BILLING PROCEDURE; DELINQUENT ACCOUNTS,”, IN ORDER TO REVISE THE PAYMENT DUE DATE, SECTION 70-7 ENTITLED “SERVICE INTERRUPTION FEES,” IN ORDER TO UPDATE TERMINOLOGY RELATED TO SERVICE INTERRUPTION FEES, AND
SECTION 70-33 ENTITLED “PERMIT AND METER REQUIRED FOR WITHDRAWAL OF WATER FROM SYSTEM; PENALTY FOR VIOLATION,” IN ORDER TO UPDATE TERMINOLOGY REGARDING AUTHORIZATIONS; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR CONFLICTS; PROVIDING FOR AN EFFECTIVE DATE.

ii. **Ordinance – Second Reading - Amending Appendix “F” Entitled Fees – Sec. 60 and Sec. 61**

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

AN ORDINANCE OF THE CITY OF NORTH LAUDERDALE, FLORIDA, AMENDING APPENDIX “F” OF THE CITY CODE OF ORDINANCES, ENTITLED “FEES,” AND IN PARTICULAR, SECTION 60, THEREOF, ENTITLED “WATER AND SEWER GENERALLY,” OF THE CODE OF ORDINANCES OF THE CITY OF NORTH LAUDERDALE, FLORIDA, IN ORDER TO REVISE THE CHARGE FOR A METER REPAIR, CLARIFY THE HOURS FOR RESTORING WATER AFTER NORMAL WORKING HOURS, REVISE THE CHARGE FOR A BROKEN METER STRAP OR LOCK, INSTITUTE A FEE FOR RE-READS OF METERS REQUESTED BY A CUSTOMER AND PROVIDE ADDITIONAL REQUIREMENTS FOR WATER AVAILABILITY SERVICE; AND SECTION 61, THEREOF, ENTITLED “SAME – SECURITY DEPOSIT,” TO REMOVE A SECTION ALLOWING A REDUCTION OF SECURITY DEPOSIT FOR COMMERCIAL CUSTOMERS; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR CONFLICTS; 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 – Adoption of the Broward County Updated Multi-Jurisdictional Local Mitigation Strategy (LMS) Plan**
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF NORTH LAUDERDALE, FLORIDA, SUPPORTING AND ADOPTING THE BROWARD COUNTY’S SEPTEMBER 2017 ENHANCED MULTI-JURISDICTIONAL LOCAL MITIGATION STRATEGY; AND PROVIDING AN EFFECTIVE DATE.

b. **RESOLUTION – Gun Reform Law Suit Support**

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF NORTH LAUDERDALE, FLORIDA, SUPPORTING THE MUNICIPALITIES AND BROWARD COUNTY WHICH FILED LAWSUITS SEEKING A DECLARATION THAT THE PROVISIONS PUNISHING ELECTED OFFICIALS SET FORTH IN SECTION 790.33, FLORIDA STATUTES, FOR VIOLATING THE PREEMPTION RELATED TO THE REGULATION OF FIREARMS AND AMMUNITION, ARE INVALID; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

c. **SUBJECT - 2018 Holiday Spirit Parade**

**MOTION:** - City Commission setting Saturday, December 8th, 2018 as the date for 41st Annual Holiday Parade utilizing the same route as last year.

10. **OTHER BUSINESS**

a. **RESOLUTION – Grant Application for Hazard Mitigation Grant Program**

(MHMGP) funding through the Florida Division of Emergency Management to retrofit Fire Stations 34 and 44

- 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, AUTHORIZING AND DIRECTING THE CITY MANAGER OF THE CITY OF NORTH LAUDERDALE, FLORIDA OR HER DESIGNEE, TO APPLY FOR AND TO FILE SUCH DOCUMENTS AS MAY BE REASONABLY REQUIRED FOR AVAILABLE HAZARD MITIGATION GRANT PROGRAM; A COMPETITIVE GRANT PROGRAM FOR AN ESTIMATED GRANT OF $1,011,710.00 AUTHORIZED BY SECTION 404 OF THE ROBERT T. STAFFORD DISASTER RELIEF ACT; FUNDING IS PROVIDED TO ASSIST COMMUNITIES IMPLEMENT MEASURES TO REDUCE OR ELIMINATE LONG TERM RISK TO
PEOPLE AND PROPERTY FROM NATURAL HAZARDS AND THEIR EFFECTS PER THE FLORIDA BUILDING CODE AND LOCAL MITIGATION STRATEGY; PROVIDING THAT THE CITY MANAGER OR HER DESIGNEE SHALL BE AUTHORIZED TO EXECUTE THE GRANT AWARD AGREEMENT AND TO TAKE ALL NECESSARY ACTIONS TO IMPLEMENT SAID PROGRAMS IF AND WHEN FUNDING IS APPROVED; PROVIDING FOR FINDINGS AND CONCLUSIONS WITH REGARD TO THE BENEFITS TO BE DERIVED BY PROCESSING AND OBTAINING SUCH GRANT FUNDS; AND, PROVIDING AN EFFECTIVE DATE.

b. **RESOLUTION – Grant Application for Hazard Mitigation Grant Program**

(HMGP) funding through the Florida Division of Emergency Management for Hardening of City Buildings and Purchase of Emergency Generators

- 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 AND DIRECTING THE CITY MANAGER OF THE CITY OF NORTH LAUDERDALE, FLORIDA OR HER DESIGNEE, TO APPLY FOR AND TO FILE SUCH DOCUMENTS AS MAY BE REASONABLY REQUIRED FOR AVAILABLE HAZARD MITIGATION GRANT PROGRAM; A COMPETITIVE GRANT PROGRAM FOR AN ESTIMATED GRANT OF $1,337,723.00 AUTHORIZED BY SECTION 404 OF THE ROBERT T. STAFFORD DISASTER RELIEF ACT; FUNDING IS PROVIDED TO ASSIST COMMUNITIES TO IMPLEMENT MEASURES TO REDUCE OR ELIMINATE LONG TERM RISK TO PEOPLE AND PROPERTY FROM NATURAL HAZARDS AND THEIR EFFECTS PER THE FLORIDA BUILDING CODE AND LOCAL MITIGATION STRATEGY; PROVIDING THAT THE CITY MANAGER OR HER DESIGNEE SHALL BE AUTHORIZED TO EXECUTE THE GRANT AWARD AGREEMENT AND TO TAKE ALL NECESSARY ACTIONS TO IMPLEMENT SAID PROGRAMS IF AND WHEN FUNDING IS APPROVED; PROVIDING FOR FINDINGS AND CONCLUSIONS WITH REGARD TO THE BENEFITS TO BE DERIVED BY PROCESSING AND OBTAINING SUCH GRANT FUNDS; AND, PROVIDING AN EFFECTIVE DATE.
c. **RESOLUTION – Award of Canal Tree Clearing Project - Bid #18-05-373**

- 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 AND DIRECTING THE CITY MANAGER OR HER DESIGNEE TO ENTER INTO AN AGREEMENT WITH ARBOR TREE & LAND, FOR THE CANAL CLEARING PROJECT AS OUTLINED IN BID #18-05-375 IN AN AMOUNT NOT TO EXCEED $428,995.00, AND SET ASIDE $100,000.00 IN CONTINGENCY FUND FOR ANY UNFORESEEN COSTS ASSOCIATED WITH THIS PROJECT; PROVIDING FOR FUNDING; AND PROVIDING AN EFFECTIVE DATE.

d. **RESOLUTION - Recycling Processing Services Contract**

- 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 TO ENTER INTO A CONTRACT WITH WASTE MANAGEMENT, USING THE PIGGY-BACK OPTION OFF THE CORAL SPRINGS CONTRACT FOR RECYCLING PROCESSING SERVICES; AND PROVIDING AN EFFECTIVE DATE.

11. **REPORTS**

   a. Parks and Recreation Update
      - July 4th Activities
      - Summer Program Update
      - Park Upgrades
         - Pompano Park
         - Bicentennial Park
         - Jaycee Park
         - Sports Complex
12. COMMISSION COMMENTS

13. CITY MANAGER COMMENTS
   a. Discussion and possible motion to recess after July 10th Commission meeting for Summer until first meeting in September as done in previous years.

14. CITY ATTORNEY COMMENTS

15. ADJOURNMENT

CONVENE TO WATER CONTROL DISTRICT
PROCLAMATION

July is Park and Recreation Month
“A Lifetime of Discovery”

WHEREAS the National Recreation and Park Association’s 2018 theme is “Parks and Recreation – A Lifetime of Discovery”; and

WHEREAS parks and recreation programs are an integral part of communities throughout this country, including in the City of North Lauderdale; and

WHEREAS our parks and recreation are vitally important to establishing and maintaining the quality of life in our communities, ensuring the health of all citizens, and contributing to the economic and environmental well-being of a community and region; and

WHEREAS parks and recreation programs build healthy, active communities that aid in the prevention of chronic disease, provide therapeutic recreation services for those who are mentally or physically disabled, and also improve the mental and emotional health of all citizens; and

WHEREAS parks and recreation programs increase a community’s economic prosperity through increased property values, expansion of the local tax base, increased tourism, the attraction and retention of businesses, and crime reduction; and

WHEREAS parks and recreation areas are fundamental to the environmental well-being of our community and natural recreation areas improve water quality, protect groundwater, prevent flooding, improve the quality of the air we breathe, provide vegetative buffers to development, and produce habitat for wildlife; and

WHEREAS our parks and natural recreation areas ensure the ecological beauty of our community and provide a place for children and adults to connect with nature and recreate outdoors; and

WHEREAS the U.S. House of Representatives has designated July as Parks and Recreation Month; and

NOW THEREFORE, BE IT RESOLVED BY the Mayor and City Commission that the City of North Lauderdale recognizes the benefits derived from parks and recreation resources and proclaims the month of July as Park and Recreation Month

Dated this 26th day of June, 2018

_________________________________
MAYOR JACK BRADY
CITY OF NORTH LAUDERDALE
COMMUNITY DEVELOPMENT DEPARTMENT

TO: Mayor and City Commission
FROM: Ambreen Bhatty, City Manager
BY: Tammy Reed-Holguin, Community Development Director
DATE: June 26, 2018

SUBJECT: LAND USE AMENDMENT LUA 18-01

PROJECT NAME: Off Lease Only Addition

PROJECT LOCATION: Folio # 4941 01 42 0011
Southwest corner of 827 S. SR 7

PROJECT DESCRIPTION: Second Reading and Adoption: Land Use Amendment to the City of North Lauderdale land use map to amend approximately 3.77 gross acres of Residential Low Density-RLD (0 to 5 DU/a) to Commercial (C)

APPLICANT: Ejola Cook, Offlease Only Inc.

Tonight we are presenting for consideration of adoption on second reading a request from Offlease Only, Inc. to change the Land Use Plan designation of the subject property from Residential Low Density (RLD) Use (0-5 DU/acre) to Commercial (C) use to be able to develop approximately 3.77 acres of land adjoining their existing operation to expand the car inventory lot.

Since the item was last heard on March 27 by the City Commission, staff consulted further with the County and State regarding the proposed small scale land use change. Based on the direction of the outside agencies, the City will be using residential to commercial available flex for this small scale amendment. This method can be used as long as a cumulative total of less than 5% of the total residential land area of the City according to the Broward County land use map has been amended to a non-residential designation. In this case, the applicant’s property is located in Zone 59. Currently 8.2 of the available 95.8 acres in Zone 59 have been used, leaving more than enough to flex the 3.77 acres with this amendment. (Table 1 attached)

Additionally, the State Department of Economic Opportunity was contacted regarding the small scale land use amendment and their review of the proposed amendment. DEO stated that they are aware of the amendment and that it will be done according to State Statute 163.3184 and no further correspondence was needed besides transmitting a copy of the final executed ordinance for the amendment. Processing the amendment as a small scale amendment expedites the process since it does not require review by the State, outside agencies or the County. Also, it does not require amendment of the County land use map.
The City Commission will also be considering tonight a petition to rezone the property and the site plan request regarding the same site in conjunction with this land use change request.

**Background:**
This property is currently an underutilized, vacant site that was acquired by Offlease Only Inc. from Calvary Chapel Church, which owns the remaining piece of property along Kimberly Boulevard to the South. According to the applicant the new land use will provide compatibility with existing surrounding commercial uses and make the land more economically viable. The parcel will be incorporated into the current development to provide needed extra space for inventory of the applicant. Thus, the amendment will further Objective 1 of the City’s Future Land Use Plan Element, which is “to achieve and maintain a stable and diversified mixture of land uses by attracting infill development.”

In order to meet the criteria required for a land use amendment process, the applicant has submitted a detailed Impact Analysis Study pertaining to sanitary sewer, potable water, drainage, solid waste, recreation/open space, traffic circulation, mass transit, compatibility and public education. The analysis was provided and reviewed by VHB consultants on behalf of the applicant.

**Impact Analysis:**
The impact analysis below takes into consideration the reduction of 3.77 acres of Low Density Residential use and the increase of 3.77 acres of Commercial use. The analysis takes into consideration the maximum potential build-out of the property as a commercial use. The actual impact for this project is anticipated to be less since no building construction is proposed. The following has been reviewed by the City’s Public Works Department and Community Development Department for consistency with current operational standards. The full report is on file in the Community Development Department.

- **Sanitary Sewer Analysis:** Based on the assumption that this site could support 18 dwelling units, the sanitary sewer usage would be 4,770 gallons per day. Using only 37,700 square feet of commercial space the proposed amendment will result in about 3,770 gallons per day a decrease of 1,000 gallons per day. Broward County will have adequate wastewater treatment plant capacity to serve future demand, including the proposed development of the subject property.

- **Potable Water Analysis:** The City Water Plant can support 7.55 million gallons per day and is only committed to 3.0 million gallons per day.

- **Drainage:** The amendment site is within the South Florida Water Management District (SFWMD) C-14 basin. The SFWMD regulates the quantity and quality of water discharge to this primary canal system. There are no improvements currently planned for the drainage system. The proposed development will comply with the on-site water area requirements as well as all other City, County and SFWMD regulations. The City of North Lauderdale’s Capital Improvement Element of the adopted Comprehensive Plan indicates the following drainage levels of service:
Roads: 10-year, 1-day event for centerline or crowns Buildings: First floor 100-year flood elevation Storm sewers: 25-year, 3-day event for drainage facilities; 100-year, 3-day event for finished floor elevations.

- **Solid Waste:** Based on the assumption that this site could support 18 dwelling units, the solid waste usage would be 160 lbs./day. The proposed amendment will result in usage of 1,508 lbs./day; an increase of 1,348 lbs./day. The current and proposed landfill capacity is sufficient to meet county-wide demand for the next fifteen years.

- **Recreation & Open Space:** The proposed amendment will result in a decrease in demand for parks and recreation acreage. The City of North Lauderdale currently maintains a sufficient inventory of parks to accommodate the requirements. In addition, the development proposed will be adding Commercial land use and removing Residential land use which lightens the burden on park capacity.

- **Traffic Circulation:** The proposed amendment will result in a net increase of 38 vehicle trips per day. However, the traffic associated with the proposed use is estimated to be less than 1.0% of the capacity on these roadway segments.

- **Public Education:** The proposed amendment will result in a decrease in demand for educational facilities as no new residences or residents will be attracted. There is no impact created on public education.

- **Historic Resources:** According to the Broward County Comprehensive Plan and the City of North Lauderdale Comprehensive Plan, the subject property does not contain historic sites.

- **Natural:** There are no archaeological sites listed on the Florida Master Site File on or adjacent to the amendment site. There are no wetlands on or adjacent to the amendment site. There are no endangered or threatened species or species of special concern known to inhabit the amendment site. The amendment site is not located within a wellfield protection zone of influence. The amendment site has been or will be de-mucked and filled to the appropriate elevation for development. The required permits will be obtained for any necessary dredge and fill activities.

In addition, the purchase of the land by a for-profit entity will put the parcel back on the City’s tax role generating new tax revenue and the additional inventory of cars will generate sales tax revenue.

The Staff and Administration have reviewed the proposed use and determined that it would be compatible with surrounding existing uses. In addition, based on the detailed impact analysis listed above, it has been determined that there is adequate potable water, sanitary sewer, drainage and solid waste capacity to serve this project. The project will create a positive impact on the surrounding area and will expand an existing, successful use. The proposed use will not negatively impact the cultural resources of the area. Therefore, staff recommends approval of the land use amendment to the City Commission subject to the conditions and restrictions outlined in reports, backup and minutes.
The Planning and Zoning Board met on Tuesday, March 6\textsuperscript{th}, 2018 and voted in favor of recommending approval of the land use amendment for transmittal purposes to the City Commission.

The City Commission previously heard this item on March 27, 2018 for first reading and approved the item.

**RECOMMENDATION:**
Should the City Commission concur with the recommendation of Administration and Planning & Zoning Board and wish to adopt the attached Ordinance on second reading to approve the land use amendment for transmittal purposes only to the Department of Economic Opportunity, it is recommended that approval and adoption be subject to the following conditions:

1. All terms, conditions and provisions imposed by the City Commission, Planning and Zoning Board and staff shall be met.
2. The land use amendment is contingent upon the rezoning approval by the City Commission.
3. This approval is contingent upon obtaining final site plan approval.
4. Proper plat note amendment approval shall be obtained from the County Commission.

A motion is in order as follows:

“To adopt the attached Ordinance on second reading approving the proposed land use amendment to the City of North Lauderdale Comprehensive Plan and Land Use map to change approximately 3.77 gross acres of Residential Low Density (RLD) use (0 to 5 dwelling units/acre) to Commercial (C)."
ORDINANCE NO. ____________

AN ORDINANCE OF THE CITY OF NORTH LAUDERDALE, FLORIDA, AMENDING THE NORTH LAUDERDALE COMPREHENSIVE LAND USE PLAN IN ACCORDANCE WITH CHAPTER 163, SECTION 163.3184 OF THE FLORIDA STATUTES, TO PROVIDE THE CHANGE OF APPROXIMATELY 3.773 ACRES OF LAND LOCATED IN THE CITY OF NORTH LAUDERDALE, COUNTY OF BROWARD, STATE OF FLORIDA, TO-WIT: FIRST BAPTIST CHURCH OF NORTH LAUDERDALE 154-35 B POR OF PAR A DESC AS: COMM AT NE COR OF PAR A, S 370 ALG E/L PAR A TO POB, CONT S 509.55, W 325, N 501.68 ALG W/L PAR A, E 324.91 TO POB, BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED IN ATTACHMENT A BE CHANGED UTILIZING RESIDENTIAL TO COMMERCIAL FLEX FROM RESIDENTIAL LOW DENSITY-RLD (0-5 DU/A) TO COMMERCIAL (C) PROVIDING THAT THE OFFICIAL LAND USE MAP OF THE CITY OF NORTH LAUDERDALE SHALL BE AMENDED TO REFLECT SAID LAND USE CHANGE; PROVIDING FOR CONDITIONS; PROVIDING FOR CONFLICTS; AND, PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Commission, after public hearing, due consideration, and being fully advised in the premises is desirous of changing the land use designation on the City’s Future Land Use Plan utilizing residential to commercial flex for the property described herein, and

WHEREAS, the City Commission of the City of North Lauderdale deems said land use change to be in the best interests of the health, safety and welfare of the citizens and residents of the City of North Lauderdale

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. That the North Lauderdale Comprehensive Land Use Plan be amended to provide that certain real property located in the City of North Lauderdale, Broward County, Florida, described as:

THAT CERTAIN PROPERTY KNOWN AS “TO-WIT: FIRST BAPTIST CHURCH OF NORTH LAUDERDALE 154-35 B POR OF PAR A DESC AS: COMM AT NE COR OF PAR A, S 370 ALG E/L PAR A TO POB, CONT S 509.55, W 325, N 501.68 ALG W/L PAR A, E 324.91 TO POB, BROWARD COUNTY, FLORIDA.”
Be changed from Residential Low Density-RLD (0 to 5 DU/a) to Commercial (C)

SECTION 3. That the Official Land Use Map of the City of North Lauderdale has been officially adopted, and is in effect at the passage hereof, be and the same is amended hereby, to the extent of and in accord with the land use amendment hereby granted, said amendment to be shown on said Official Map as revised.

SECTION 4. 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 5. All ordinances or parts of ordinances, resolutions or part of resolutions in conflict herewith are to the extent of such conflicts hereby repealed.

SECTION 6. This ordinance shall take effect immediately upon its passage.


APPROVED AS TO FORM:

__________________________
CITY ATTORNEY SAMUEL S. GOREN

__________________________
MAYOR JACK BRADY

__________________________
VICE MAYOR RICH MOYLE

ATTEST:

__________________________
CITY CLERK PATRICIA VANCHERI
FIRST BAPTIST CHURCH OF NORTH LAUDERDALE 154-35 B POR OF PAR A
DESC AS: COMM AT NE COR OF PAR A, S 370 ALG E/L PAR A TO POB, CONT S
509.55, W 325, N 501.68 ALG W/L PAR A, E 324.91 TO POB, BROWARD COUNTY,
FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID PARCEL A; THENCE
SOUTH 01°42'30" EAST, ALONG THE EAST LINE OF SAID “A”, 370.00 FEET TO
THE POINT OF THE BEGINNING; THENCE CONTINUE SOUTH 01°42'30" EAST
ALONG SAID EAST LINE, A DISTANCE OF 509.55 FEET; THENCE SOUTH
89°40'44" WEST, A DISTANCE FO 325.00 FEET TO A POINT ON THE WEST LINE
OF SAID PARCEL “A”; THENCE NORTH 01°42'30" WEST, ALONG THE WEST
LINE OF SAID PARCEL “A”, A DISTANCE OF 501.68 FEET; THENCE NORTH
88°17'30" EAST, A DISTANCE OF 324.91 FEET TO THE POINT OF THE
BEGINNING. SAID LANDS SITUATE LYING AND BEING IN BROWARD COUNTY,
FLORIDA CONTAINING 164,244 SQUARE FEET (3.77 ACRES) MORE OR LESS
TO: Mayor and City Commission
FROM: Ambreen Bhatti, City Manager
BY: Tammy L. Reed-Holguin, Community Development Director
DATE: June 26, 2018
SUBJECT: ZLU 18-01

PROJECT NAME: Off Lease Only Addition
PROJECT LOCATION: Folio # 4941 01 42 0011
Southwest corner of 827 S. SR 7

PROJECT DESCRIPTION: Second Reading and Adoption: Zoning amendment to the City of North Lauderdale zoning map to rezone approximately 3.77 +/- gross acres of Community Facility (CF) District to General Business (B-3) District.

APPLICANT: Ejola Cook, Off Lease Only Inc.

Off Lease Only Inc. is proposing to construct an addition to their existing car inventory lot at their business located at 827 S. State Road 7. The subject property was previously owned by Calvary Chapel Church of Ft. Lauderdale and is currently vacant. In order to construct the development, the applicant submitted a request to rezone approximately 3.77+/- gross acres of Community Facility (CF) District to General Business (B-3) District. The specific extent of the anticipated use is explained in Attachment A, and made a part of this report.

Both the site plan of the addition to the Off Lease Only site and a request to change the land use will also be presented to City Commission tonight. The rezoning will accommodate additional inventory to the site which will increase the property value, generate permit revenue and generate sales tax revenue. The commercial zoning is consistent with the surrounding zoning of the existing business. The new inventory lot will also be fronted by the existing church on the south end (CF), a neighborhood on the west and partially on the east (RM-10) as well as the existing Off Lease business (B-3) on the north and partially on the east sides. Adequate buffering between the commercial use and the CF and residential uses will be required as part of the site plan.

As mentioned previously, in addition to the rezoning request, the applicant has submitted a land use amendment to also be heard tonight. The land use amendment is a request to
change the land use from Residential Low Density (R-LD) to Commercial (C), thereby allowing the property to be developed to accommodate this addition to the Off Lease project. This change in land use is considered a small-scale amendment under State Law. The request for rezoning is consistent with the proposed land use.

On March 6, 2018 the Planning and Zoning Board met as the City Commission’s Advisory Board and unanimously recommended approval of the request for rezoning with the 7 conditions listed below.

The City Commission previously approved this item on first reading on March 27, 2018.

**RECOMMENDATION:**

Should the Commission concur with the recommendation of Administration and the Planning and Zoning Board, approval on second reading and adoption of the attached Ordinance is subject to the following conditions:

1. All terms, conditions and provisions imposed by the City Commission, Planning and Zoning Board and staff shall be met.
2. The rezoning approval is contingent upon the preliminary and final site plan approval by the City Commission.
3. The approval is contingent upon obtaining land use amendment approval
4. The plat with proper plat notes must support the development.
5. The applicant shall present satisfactory legal documents to constitute evidence of the unified control of the entire area.
6. The applicant shall provide agreements, contracts, covenants and sureties acceptable to the City for completion of the development according to the final site plan and for continuing operation and maintenance of the entire project.
7. The applicant shall bind their successors in title to any commitments made under the unified control documents and all other applicable agreements including the developer’s agreement.
ORDINANCE NO. __________

AN ORDINANCE OF THE CITY OF NORTH LAUDERDALE, FLORIDA, REZONING 3.77 GROSS ACRES MORE OR LESS OF LAND LOCATED IN THE CITY OF NORTH LAUDERDALE, COUNTY OF BROARD, STATE OF FLORIDA, TO WIT: FIRST BAPTIST CHURCH OF NORTH LAUDERDALE 154-35 B POR OF PAR A DESC AS: COMM AT NE COR OF PAR A, S 370 ALG E/L PAR A TO POB, CONT S 509.55, W 325, N 501.68 ALG W/L PAR A, E 324.91 TO POB, BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED IN SECTION 1 BELOW FROM ZONING CLASSIFICATION OF COMMUNITY FACILITY (CF) DISTRICT TO GENERAL BUSINESS (B-3); PROVIDING THAT THE OFFICIAL ZONING MAP OF THE CITY OF NORTH LAUDERDALE SHALL BE AMENDED TO REFLECT SAID REZONING; PROVIDING FOR CONFLICTS: AND, PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Commission, after public hearing, due consideration, and being fully advised in the premises is desirous of rezoning certain property located in the City of North Lauderdale from zoning classification Community Facility (CF) to zoning classification General Business (B-3).

WHEREAS, the City Commission of the City of North Lauderdale deems said rezoning to be in the best interests of the City of North Lauderdale and the inhabitants thereof.

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

Section 1: That certain real property located in the City of North Lauderdale, Broward County, Florida, described as:

FIRST BAPTIST CHURCH OF NORTH LAUDERDALE 154-35 B POR OF PAR A DESC AS: COMM AT NE COR OF PAR A, S 370 ALG E/L PAR A TO POB, CONT S 509.55, W 325, N 501.68 ALG W/L PAR A, E 324.91 TO POB, BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID PARCEL A; THENCE SOUTH 01°42'30” EAST, ALONG THE EAST LINE OF SAID “A”, 370.00 FEET TO THE POINT OF THE BEGINNING; THENCE
be and the same is hereby rezoned from the zoning classification Community Facility (CF) to zoning classification General Business (B-3).

**Section 2:** That this rezoning is subject to all terms, conditions and provisions imposed by the City Commission, Planning and Zoning Board, DRC and Staff.

**Section 3:** That the Official Zoning Map of the City of North Lauderdale as the same has been officially adopted, and is in effect at the passage hereof, be and the same is amended hereby to the extent of and in accord with the rezoning hereby granted, said amendment to be shown on said Official Map as revised.

**Section 4:** That all ordinances or parts of ordinances, resolutions, or parts of resolutions in conflict herewith be and the same are hereby repealed to the extent of such conflict.

**Section 5:** That this ordinance shall take effect immediately upon final adoption.

PASSED on first reading by the City Commission of the City of North Lauderdale, Florida this ______ day of ________________, 2018.
PASSED and ADOPTED on second reading by the City Commission of the City of North Lauderdale, Florida this ______ day of _______________, 2018.

APPROVED AS TO FORM:

____________________________________
CITY ATTORNEY SAMUEL S. GOREN

______________________________
MAYOR JACK BRADY

______________________________
VICE MAYOR RICH MOYLE

ATTEST:

____________________________________
CITY CLERK PATRICIA VANCHERI
Rezoning Justification Statement

Off-Lease Only Inventory Expansion
North Lauderdale, Florida

PREPARED FOR
Off-Lease Only, Inc.
827 South SR 7
North Lauderdale, Florida 33068

PREPARED BY

vhab
225 East Robinson Street, Suite 300
Orlando, Florida 32801
407.839.4006

January 2018
1. **SUBJECT PROPERTY**

   The 3.77-acre subject parcel is located west of S. SR 7, north of Kimberly Boulevard and south of the City of North Lauderdale city limits (Exhibit A). The subject parcel is owned by Off Lease Only, Inc. and is adjacent to an existing Off Lease Only vehicle sales business.

2. **REZONING REQUEST**

   The applicant is requesting a rezoning from CF: Community Facilities to B-3: Regional Business District in conjunction with an associates Land Use Plan Amendment application to change the Future Land Use designation from Residential Low Density to Commercial.

3. **EXISTING AND PROPOSED USES**

   Currently, the subject parcel is currently vacant and has a Residential Low Density (R-LD) FLU designation and a CF: Community Facilities zoning designation.

   The Applicant proposes a Commercial (C) FLU designation and a B-3: Regional Business District zoning designation.

   The current future land use and zoning designations for adjacent properties are provided in Table 1 below. The current and proposed future land use and zoning classifications are depicted in Exhibits B through G.

   **Table 1: Adjacent Land Uses**

<table>
<thead>
<tr>
<th>City</th>
<th>City FLU</th>
<th>City Zoning</th>
</tr>
</thead>
<tbody>
<tr>
<td>North</td>
<td>Commercial</td>
<td>B-3: Regional Business District</td>
</tr>
<tr>
<td>East</td>
<td>Commercial/Residential Medium Density</td>
<td>B-3: Regional Business District</td>
</tr>
<tr>
<td></td>
<td></td>
<td>PUD: Planned Unit Development</td>
</tr>
<tr>
<td>South</td>
<td>Residential Low Density</td>
<td>CF: Community Facilities</td>
</tr>
<tr>
<td>West</td>
<td>Residential Low Density</td>
<td>RS-5: Single Family Residential</td>
</tr>
</tbody>
</table>

   The existing uses for the subject property and adjacent properties are provided in Table 2 below.

   **Table 2: Existing Uses**

<table>
<thead>
<tr>
<th>Existing Use</th>
</tr>
</thead>
<tbody>
<tr>
<td>Subject</td>
</tr>
<tr>
<td>North</td>
</tr>
<tr>
<td>East</td>
</tr>
<tr>
<td>South</td>
</tr>
<tr>
<td>West</td>
</tr>
</tbody>
</table>
The amendment site is proposed to be used for vehicle storage in conjunction with the vehicles sales business on the adjacent parcels to the north and east. Based upon the proposed future land use and the Broward County Planning Council standard of 10,000 square feet per acre for non-residential uses, the subject property could be developed with 37,700 square feet of commercial use; however, there is no building development proposed on the subject parcel.

4. JUSTIFICATION STATEMENT

The applicant is requesting a rezoning from CF: Community Facilities to B-3: Regional Business District in conjunction with an associates Land Use Plan Amendment application to change the Future Land Use designation from Residential Low Density to Commercial. The requested rezoning will allow for vehicle storage in conjunction with the existing vehicle sales business operating on adjacent parcels to the north of east of the subject property.

The proposed zoning and uses furthers the following goals, objectives and policies of the North Lauderdale Land Use Plan:

Objective 1: To achieve and maintain a stable and diversified mixture of land uses by:
- attracting infill development including residential, non residential and community facilities to achieve buildout of the currently vacant parcels by 2010;
- encouraging the full utilization of existing nonresidential and recreational developments to maintain an average annual commercial vacancy rate of less than 5%;
- assisting in the stabilization, revitalization and/or redevelopment of existing neighborhoods, particularly the five target neighborhoods, and target commercial corridors to continue to eliminate blighting influences by the year 2025.

Policy 1.1: Development a Future Land Use Plan the provides for diversity of land uses to meet the needs of the residents and businesses and addresses the compatibility of adjacent land uses.

Objective 2: Future development and redevelopment will be controlled through the land development regulations which will be used to encourage infill development, rehabilitation, revitalization and the optimal utilization of existing land uses, infrastructure, services and natural resources.

Objective 3: The economic base shall be preserved and enhanced through planning, development and redevelopment activities which increase the valuation of the land and promote expansions of existing businesses and industries.
The subject parcel is proposed to expand an existing vehicle sales and storage operation along SR 7/US 441. SR 7/US 441 is a Commercial corridor through Broward County. The east side of US 441 is designated as an Activity Center. South of the subject parcel is a church as well as a commercial development located at the intersection of Kimberly Boulevard and US 441. The proposed zoning is compatible with the existing commercial uses along the US 441 corridor and consistent with the City of North Lauderdale’s Comprehensive Plan.
CITY OF NORTH LAUDERDALE
COMMUNITY DEVELOPMENT DEPARTMENT

TO: Mayor and City Commission
FROM: Ambreen Bhatti, City Manager
BY: Tammy Reed – Holguin, Community Development Director
DATE: June 26, 2018
SUBJECT: Site Plan SPR 18-01

PROJECT NAME: Off Lease Only Addition
PROJECT LOCATION: Folio # 4941 01 42 0011
Southwest corner of 827 S. SR 7

PROJECT DESCRIPTION: Final Site Plan approval to allow for the expansion of the existing car inventory lot within a future General Business (B-3) zoning district.

APPLICANT: Ejola, Cook, Off Lease Only, Inc.

Off Lease Only, as the City Commission may recall, has an existing car dealership at 827 S. State Road 7. Tonight, we are presenting a final site plan for approval of the expansion of the inventory lot to add 234 parking spaces to the existing location. The Commission approved the preliminary site plan on March 27, 2018. Final approval is contingent upon approval of the rezoning and land use amendment that were considered previously tonight.

The site was previously owned by Calvary Chapel and is currently underutilized and vacant. Off Lease Only will incorporate the site into their existing operation to provide additional inventory of pre-owned cars. They are proposing renovations to the property that include landscaping upgrades, paving of the vacant lot and parking lot improvements.

In an effort to build a project consistent with the City’s plan for the 441/SR 7 Commercial Redevelopment Overlay District; the applicant has included several features to enhance the site and complement the existing area. The project will include a new parking lot and additional landscape islands to provide more landscape features. The applicant has been very cognizant of their residential neighbors to the west and south and will install the required 6 foot high CBS wall to provide a buffer between the uses and to conceal the FDOT standard guard rail which secures the property. There is an onsite guard house to provide security and the Broward Sheriff’s office will provide off duty security at night.

The specific extent of the anticipated use is explained in Attachment A, and made a part of this report.
The Planning and Zoning Board met on March 6th, 2018 and recommended approval of the site plan with the 12 conditions below.

The City Commission approved the preliminary site plan on March 27, 2018. We are presenting the final site plan tonight for your consideration and approval. Final site plan approval is contingent upon approval of the pending land use and rezoning items which were considered earlier tonight.

**Recommendation:**
The City Administration recommends approval of the final site plan to the City Commission 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 DRC, Planning and Zoning Board and City Commission reserve the right to impose any additional requirements deemed necessary during subsequent approval reviews.
4. Copies of all applicable permits and approvals by other regulatory agencies shall be provided to the City prior to issuance of building permits.
5. All conditions required by Code and/or set forth by the City engineer shall be met.
6. 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.
7. Photometric Plan approval by staff is required.
8. 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.
9. 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.
10. Prior to the issuance of the Certificate of Completion by the City Building Department, the applicant shall pay all applicable assessment and impact fees to the City.
11. If necessary, proper easements will be dedicated to the City of North Lauderdale.
12. Applicant will be responsible for the installation and maintenance of a 6 foot high CBS wall bordering all residential zoning districts within the scope of this site plan.
AGENT AUTHORIZATION FORM

FOR PROJECTS LOCATED IN BROWARD COUNTY FLORIDA

I/we, (PRINT PROPERTY OWNER NAME) Eiola Cook, as THE OWNER(S) OF THE REAL PROPERTY DESCRIBED AS FOLLOWS, "Off Lease Only", DO HEREBY AUTHORIZE TO ACT AS MY/OUR AGENT (PRINT AGENT’S NAME), VHB, TO EXECUTE ANY PETITIONS OR OTHER DOCUMENTS NECESSARY TO AFFECT THE APPLICATION APPROVAL REQUESTED AND MORE SPECIFICALLY DESCRIBED AS FOLLOWS, Site Plan Approval, Re-zoning and Land Use Change, AND TO APPEAR ON MY/OUR BEHALF BEFORE ANY ADMINISTRATIVE OR LEGISLATIVE BODY IN THE COUNTY CONSIDERING THIS APPLICATION AND TO ACT IN ALL RESPECTS AS OUR AGENT IN MATTERS PERTAINING TO THE APPLICATION.

Date: 1/31/18
Signature of Property Owner

Date: __________
Signature of Property Owner

STATE OF FLORIDA
COUNTY OF __________:

I certify that the foregoing instrument was acknowledged before me this 31 day of January, 2018, by Eiola Cook. He/she is personally known to me or has produced as identification and did/did not take an oath.

Witness my hand and official seal in the county and state stated above on the 31 day of January, in the year 2018.

LENORA GRAY
Signature of Notary Public
Notary Public for the State of Florida
Expires: 6/25/18

LEGAL DESCRIPTION(s) or Parcel Identification Number(s) are required:

PARCEL ID #: 4941 01 42 0011 & 4941 01 34 0010

LEGAL DESCRIPTION:

4941 01 42 0011: FIRST BAPTIST CHURCH OF NORTH LAUDERDALE 154-35 B POR OF PAR A DESC AS: COMM AT NE COR OF PAR A, S 370 ALG W/L PAR A TO POB, CONT S 509.55, W 325, N 501.58 ALG W/L PAR A, E 324.91 TO POB

4941 01 34 0010: KELLEY PLAT 136-38 B PARCEL "A"

TO: Mayor and City Commission

FROM: Ambreen Bhattty, City Manager

BY: Tammy L. Reed-Holguin, Community Development Director

DATE: June 26, 2018

SUBJECT: Site Plan SPR 17-02
To amend site plans SPR 98-03 and SPR 15-08 to create a cross access between the two properties connecting 7350 and 7300 W. McNab Rd.

LOCATION: 7350 W. McNab Road

APPLICANT: Racetrac Stores Inc.

Racetrac Stores Inc. is proposing to build a cross access that will connect their existing convenience store and gas station located at 7350 W. McNab Road to the existing Arena Shoppes site at 7300 W. McNab Road. Both site plans are being amended to accommodate the cross access as this proposal impacts each site. Arena Capital LLC has given permission to Racetrac Stores Inc to apply for the modification of their site, Arena Shoppes, for the purpose of this cross access.

Background:

Racetrac Stores, Inc. had an agreement to provide this cross access with Walmart, the previous owner of the property at 7300 W. McNab, which is recorded in the Broward County Public Records, (Book #30891/ Page#0371, Instrument #100561808). Most recently the cross access was depicted in the site plan (SPR 17-02) for an addition of a covered outdoor dining area for the Racetrac. Staff indicated to the Commission during the discussion of Site Plan 17-02 that a revision will be brought separately to address the cross access between the two developments. Approval of the cross access does not impact Racetrac’s existing or future parking. The site will provide the additional 26 parking spaces needed to accommodate the existing convenience store and future outdoor seating.

Traffic through the cross access will be internal to each site and is not expected to have a major impact on the McNab Road capacity. In fact, this access may lessen the number of cars that get back on McNab Road from Racetrac to go to Arena Shoppes or vice-versa. The lanes of the cross access will be standard 12 foot wide lanes for a total width of 24 feet as required by Code. This will allow all trucks and other vehicles to utilize the cross access.
The work will be an additional asphalt driveway between the two sites connecting the traffic way over the existing canal. The existing drainage, landscape and parking in the area of work will be affected and both sites will still need to comply with City Code. Arena Shoppes will lose 5 parking spaces but is not negatively affected because they still meet or exceed the number of parking spaces required. There are 654 spaces required and 1040 are still provided, even after losing the 5 spaces. Drainage and landscaping will be affected but will have to be replaced/reconstructed to acceptable City standards and codes. Both of these items have preliminary approval.

The Development Review Committee met on February 1, 2017 for a formal review. After considerable review and discussion, the Committee recommended approval of the preliminary and final site plan to the Planning and Zoning Board with direction to the applicant to work with the adjacent property owner to get written permission to pursue the site plan approval. This authorization has since been submitted.

The Planning and Zoning Board met on June 5, 2018 and unanimously recommended approval of this item for consideration by the City Commission.

**RECOMMENDATION:**

If the City Commission concurs with Administration and the Planning and Zoning Board’s recommendation, a motion is in order for the approval of the preliminary and 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 continue to work with the Arena Shoppes/ Arena Shoppes LLC. to identify and address to their satisfaction any potential impacts of the project.
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. If necessary, proper easements will be dedicated to the City of North Lauderdale.
RaceTrac Remodel  
7350 W. McNab Rd.  
North Lauderdale, FL

It is proposed to renovate the existing RaceTrac service station located at 7350 W. McNab Rd. RaceTrac’s intent is to create a more inviting, customer friendly atmosphere.

The existing 3,113 SF convenience store will be expanded by adding 667 SF of building area. This additional building area will allow for expanded restrooms and a new freezer. The interior of the building will be remodeled to create a more inviting configuration. An outdoor seating area is also proposed on the east side of the building. Per the City of North Lauderdale Code requirements, this seating area will be enclosed with a brick knee wall and the access will be from inside the store. The façade will be updated as well to a more modern, clean look including brick and stone materials. This is part of an effort to have a more consistent look and offer across the entire fleet of RaceTrac stores.

There is an existing access easement agreement with the adjacent property owner to the east. Due to the recent change in ownership, RaceTrac will be working with the new property owner to update the agreement. A driveway connection is proposed within this easement to connect the RaceTrac property to the access road to the east. The necessary permits will be obtained to modify the existing retention area where the driveway is proposed.

Should you have any questions or concerns, please feel free to contact me at (954) 202-7000 or via email at knovack@thomaseng.com. Thank you for your time and consideration in this matter.

Sincerely,

Kristin Novack, E.I.  
Design Engineer  
THOMAS ENGINEERING GROUP, LLC
Letter of Authorization

I, Brian Thornton, as VP of Real Estate and Engineering of RaceTrac Petroleum, Inc., being first duly sworn, depose and say that RaceTrac Petroleum, Inc. is the owner of the property described as:

Address: 7350 W. McNab Road, North Lauderdale, FL 33068

Parcel ID #: 494111180013

The property described herein is the subject of an application for zoning or development. We hereby designate Thomas Engineering Group as the legal representative of the property and as such, this individual is authorized to legally bind all owners of the property in the course of seeking the necessary approvals to develop. This authority includes but is not limited to the hiring and authorizing of agents to assist in the preparation of applications, plans, surveys, and studies necessary to obtain zoning and development approval on the site.

Name of Owner:

RaceTrac Petroleum, Inc.

By: [Signature]

Brian Thornton, VP of Real Estate and Engineering
Printed or Typed Name and Title

Sworn to and subscribed before me this 16th day of December, 2016, by

[Signature]

Brian Thornton, who is personally known to me

or who has produced [Identification] as identification. He/she has acknowledged to me and before me that he/she executed this instrument for the purposes therein expressed.

Notary Public

[Signature]

Print Name

My commission expires: 2-3-19
May 11, 2018

City of North Lauderdale
Community Development Department
701 SW 71 Ave.
North Lauderdale, FL 33068

Subject: Arena Shoppes Site Plan Modification
7300 W. McNab Rd.
Property Tax ID: 4941-11-16-0010

To whom it may concern,

We have reviewed the plans on 4/9/18 designed by Thomas Engineering Group for the proposed 24’ drive aisle located within the existing cross access easement per Broward County Records OR Bk 30891, PG 0371, as well as the retention area expansion at the SW corner of the subject site and we find them acceptable.

As the property owner of the subject site, we authorize Thomas Engineering Group to act on our behalf to submit the required applications and documentation for the site plan modification described above. We shall review any substantial changes to the plans prior to approval.

Sincerely,

Arena Shoppes, L.L.P.
2150 Coral Way, Suite 4A
Coral Gables, FL 33145
TO: Mayor and City Commission

FROM: Ambreen Bhatti, City Manager

BY: Tammy Reed – Holguin, Community Development Director

DATE: June 26, 2018

SUBJECT: SPR 18-04 La Brasa Restaurant and Retail Space
Folio # 4941 11 28 0026 - McNab Road and Avon Lane

Preliminary Site Plan Approval to construct a new restaurant with attached retail space within a General Business (B-3) zoning district.

APPLICANT: Oscar Rodriguez, Arena Capital LLC.

Arena Capital LLC. is proposing to build a 2,250 square feet restaurant with an attached bay of 3,700 square feet, on 1.21 acres of vacant land located on the East end of the new Walmart site on McNab Road. They are currently proposing a retail use in the attached bay and the applicant has been advised if the attached use changes from anything other than retail a site plan amendment will be required.

Background:
The proposed development includes a restaurant with an attached retail component. Both are permitted uses within the B-3 zoning district. The hours of operation for the restaurant are Sunday through Thursday 11 am till 10 pm and Friday and Saturday 11 am – 11 pm. The tenant for the retail bay has not yet been identified, therefore, hours of operation and other details are not available.

The City’s professional planners reviewed the site plan and verified that the site meets all required City Code parking requirements based on the proposed restaurant/retail use by providing 51 spaces including 3 ADA spaces where according to Section 106-223 (a)(17) and (a)(20) of the City Code of Ordinances 51 parking spaces including 3 ADA spaces are required. All parking spaces are provided on site. 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. The traffic study determined approval for 114,110 square feet of additional shopping center space of which, including this project, only a total of about 62,000 square feet has been built. 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 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. This project provides a new restaurant which addresses some of the need expressed by the Commission and Administration.

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 March 5th, 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 with staff to finalize the site plan. The applicant has continued to work with the staff and prior to the Planning and Zoning Board meeting had responded to all staff comments.

The Planning and Zoning Board met on June 5, 2018 and unanimously recommended approval of this item to the City Commission.

**RECOMMENDATION:**

If the City Commission concurs with the recommendation from Administration and the Planning and Zoning Board, a motion is in order for approval of the preliminary site plan to 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. 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.

9. 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.

10. 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.

11. 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.

12. If necessary, proper easements will be dedicated to the City of North Lauderdale.
MEMORANDUM OF INTENT

To: Tammy L. Reed-Holguin, Community Development Director
   Andrew E. Disbury, Community Development Specialist

From: Dwayne L. Dickerson, Esq.

Date: June 14, 2018

Re: Site Plan Approval for La Brasa Rotisserie & Grill Restaurant and Future Retail or Additional Restaurant Development

As you are aware, the law firm of Dunay, Miskel and Backman, LLP represents Arena North Lauderdale Shoppes, LLC (“Arena”) who is the contract purchaser of the Wal-Mart shopping center outparcel #4 generally 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 +/- 1.15 acres and is identified by the Broward County Property Appraiser as Property Identification/Folio Number 4941-11-28-0026. As part of the development of the Wal-Mart shopping center, Arena is proposing to construct a single story outparcel building, including a +/-2,250 square foot La Brasa Rotisserie & Grill (“La Brasa”) restaurant and a future +/- 3,700 square foot retail or restaurant tenant. La Brasa is a Latin restaurant serving lunch and dinner with an emphasis on Peruvian eats such as rotisserie chicken and seafood.

The Outparcel is located within the B-3 General Business zoning district, as such, the anticipated restaurant and retail uses are permitted by right. The proposed hours of operation for La Brasa are anticipated to be 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: 11:00am – 11:00pm
Sunday: 11:00am – 10:00pm
Arena Capital, LLC
2150 Coral Way, Suite 4A
Coral Gables, FL 33145

Authorization and Letter of Representation

Arena Capital, LLC hereby authorizes the law firm of DUNAY, MISKEL AND BACKMAN, LLP, to represent Arena Capital, LLC at any meetings and public hearings necessary in connection with their matters with the City of North Lauderdale.

Arena Capital, LLC

By: [Signature]

[Name and Title of Person Signing]
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   Andrew E. Disbury, Community Development Specialist

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- Sunday: 11:00am – 10:00pm
CITY OF NORTH LAUDERDALE
COMMUNITY DEVELOPMENT DEPARTMENT

TO: Mayor and City Commission

FROM: Ambreen Bhatti, City Manager

BY: Tammy Reed-Holguin, Community Development Director

DATE: June 26, 2018

SUBJECT: Massage by Victoria
840 SW 81st Ave
Special exception use to allow a massage establishment as a primary use in accordance with Section 106-468 of the Master Business List in a Community Business (B-2) zoning district.

APPLICANT: Victoria Syrowski

Victoria Syrowski, owner of Massage by Victoria, has applied for a Special Exception Use permit (SEU) to allow a massage establishment as a primary use in a B-2 Zoning District, in accordance with Section 106-468 of the City’s Zoning Code entitled Master Business List. The applicant has obtained licensure through the State for the operation of a massage establishment. This particular bay in the business center has been vacant therefore; a new business opening in this space must comply with all current zoning regulations.

The applicant is proposing to operate the business in SW 81st LLC the former Family Central plaza located at 840 SW 81st Avenue in offices 302I and 302J per the attached floor plan. The specific extent of the anticipated use is explained in Attachment A of this report.

Background

SW 81st LLC, the former Family Central building, has been vacant for years. Located in a B-2 Community Business District, the center has recently been undergoing renovations and acquiring new tenants including professional offices, call centers, and a child care facility. Having a massage establishment will add to the variety of businesses available to the residents of the area. The establishment will be owned and operated by Victoria Syrowski and service will be mainly rendered through appointments.

Staff has reviewed the proposed request in light of the guidelines and criteria contained in Section 106-156 Special Exception Uses of the City Code, and determined that the application meets the criteria for allowing the massage establishment as a primary use. This shopping center appears to be able to accommodate any anticipated effect on access, traffic generation and road capacities caused by the use for which the special exception permit is being requested. The proposed use does not create any additional impact upon the capacity of utilities, or public
services, and conforms to the goals, objectives, policies and land uses established by the City’s code of ordinances.

**Economic Analysis**

The economic impact would be beneficial to the City of North Lauderdale, since the bay has been vacant for some time. Furthermore, the massage establishment would be a welcome addition by increasing the viability of the City to offer more spa and health services. The business would be on 81st Avenue, north of Kimberly Boulevard which will help to further the City’s objectives to redevelop the area.

**Traffic/ Parking Analysis**

This center was built to provide parking based on previous City codes. Article VI, Section 106-223 of the current City Code of Ordinances requires 1 space for every 250 square feet of health and body clubs. Both bays combine for a total of 394 square feet requiring 2 parking spaces. The applicant is proposing that their business hours of operation will be 8am to 11pm Monday through Sunday.

This item was heard before the City’s Planning and Zoning Board on June 5, 2018 and was unanimously approved.

Staff concurs with the recommendation of approval of the SEU for this massage establishment.

**RECOMMENDATION:**

If the City Commission concurs with Administration and the Planning and Zoning Board, a motion is in order to approve the Special Exception Use Permit subject to the following conditions:

1. That the applicant complies with all applicable codes of the City regarding the development and operation of a massage establishment as the primary use.
2. That the applicant adheres to the hours of operation stated in the letter of intent.
3. That all terms, conditions, and provisions imposed by the City Commission, Planning and Zoning Board, and staff, including all life, health, and safety Codes pertaining to this facility are met prior to commencing, and during operation.
4. In the event that outside parking problems arise as a result of the operation of this establishment, such as noise, parking, traffic and/or other nuisances, the applicant makes all improvements required to mitigate these nuisances so as not to negatively impact adjacent commercial and residential area.
5. Applicant shall obtain proper approvals such as Certificate of Occupancy and Local Business Tax Receipt from the City.
6. The applicant shall obtain the proper licensure from all other governmental agencies, including but not limited to, State of Florida license for a massage establishment prior to the issuance of the local business tax receipt and opening the business to customers.
Massage by Victoria

This letter is to state that room "302 J" will be strictly for office space to book appointments and take payments.

840 SW 31st Ave
N. Lauderdale, FL 33068

Hours of operation:

Sun: 8:00 am - 11:00 pm
Mon: 8:00 am - 11:00 pm
Tues: 8:00 am - 11:00 pm
Wed: 8:00 am - 11:00 pm
Thurs: 8:00 am - 11:00 pm
Fri: 8:00 am - 11:00 pm
Sat: 8:00 am - 11:00 pm

Victoria Spir
Victoria Syrowski 4-20-18
Massage by Victoria LC

This letter is to state that room "302 I" located at 840 SW 31st Ave, N. Lauderdale, FL 33067 will be used to provide only massage therapy services.

Victoria Syrowski
Victoria Syrowski 4-20-18

Sun: 8:00 am - 11:00 pm
Mon: 8:00 am - 11:00 pm
Tues: 8:00 am - 11:00 pm
Wed: 8:00 am - 11:00 pm
Thurs: 8:00 am - 11:00 pm
Fri: 8:00 am - 11:00 pm
Sat: 8:00 am - 11:00 pm
Sketch of 302I and 302J
May 4, 2018

RE: Massage by Victoria at 840 SW 81st Ave, North Lauderdale, FL 33068

Agreement between 840 SW 81st LLC and Massage Victoria:

We agree to lease two (2) offices (302I and 302J) with two (2) available parking spaces for tenant and additional parking for clients. Furthermore, we are aware and approve a massage establishment to operate in our building.

Viviana Campo, on Behalf of 840 SW 81st LLC

Thank you,

Viviana Campo

Property Manager

Direct: (201) 923-5623
Viviana@TrustRealtyUSA.com

www.840sw81ave.com
To: Honorable Mayor and City Commission
From: Ambreen Bhaty, City Manager
By: Susan Nabors, Director of Finance
Date: June 26, 2018
Subject: Second Reading: Fiscal Year 2018 Budget Amendment

Background:

The City adopted the FY 2018 budget on Ordinance 17-09-1360 on September 27, 2017. On April 10, 2018, the first budget amendment was approved. The attached Ordinance for your consideration on second reading is to appropriate funds for the canal debris clean-up that resulted from Hurricane Irma. It was approved on first reading on June 12, 2018. This will be the second budget amendment for FY 2018.

Hurricane Irma, in September 2017, created significant debris throughout the City. A large amount of that debris occurred in various canals throughout the city. The National Resources Conservation Service (NRCS), a Division of the United States Department of Agriculture, estimated the total cost of the project at $2,503,406.250 and has approved the City of North Lauderdale for a grant in an amount of up to $1,921,218.75 for expenditures on this project. The match on the grant of up to $582,187.50, plus any ineligible expenses, is be paid by the Water Control District.

On June 8, 2018 bids for this project were opened and based upon the responses, which range from approximately $426,000 to $1,305,000, the amount of funds we will need for the clean-project is lower than anticipated. The first reading of the Ordinance was to appropriate funds in an amount not to exceed $1,305,000. Staff has now thoroughly reviewed the bid submittals and makes a recommendation to award the project at a cost of $428,995 plus $100,000 in contingency funds for any unforeseen costs for the clearing project. Therefore, the budget amendment amount is revised from $1,305,000 down to $529,000 based on the lowest bid. Seventy-five percent ($396,750) will come from NRCS grant funds and the remaining twenty-five percent ($132,250) from the fund balance in the Water Control District.

RECOMMENDATION:

The Administration recommends Commission’s consideration and approval on second reading of the attached ordinance amending Ordinance No. 17-09-1360 by which the City Commission adopted the budget of the City of North Lauderdale for the 2017/2018 fiscal year, to revise the budget as documented in Exhibit “A” and provided herein.
ORDINANCE NO. ______________

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 REVISED “EXHIBIT A” ATTACHED; PROVIDING FOR CONFLICTS, SEVERABILITY, AND, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission for the City of North Lauderdale adopted the 2017/2018 Fiscal Year Budget for the City of North Lauderdale through the adoption of Ordinance 17-09-1360; and,

WHEREAS, the City Commission desires to amend Ordinance 17-09-1360 to reflect revisions to the budget for the 2017/2018 Fiscal Year Budget; and,

WHEREAS, the City Commission finds it to be in the best interest of the residents and citizens of the City of North Lauderdale to amend the Fiscal Year 2017/2018 budget as provided herein.

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

Section 1: That the foregoing “Whereas” clauses are adopted as if fully set forth herein.

Section 2: That Ordinance 17-09-1360 as amended, did adopt the Budget of the City of North Lauderdale for the 2017/2018, and the Budget adopted thereby be and the same is hereby amended to cause and reflect revisions to said Budget as set forth in revised Exhibit “A”.

Section 3: That the City Commission finds it to be in the best interest of the residents and citizens of the City of North Lauderdale to amend the Fiscal Year 2017/2018 budget as provided herein.

Section 4: That all Ordinances or parts of Ordinances, Resolutions or parts of Resolutions in conflict herewith be and the same are hereby repealed to the extent of such conflict.

Section 5: Should any section or any provision of this Ordinance or portion hereof, any paragraph, sentence, or work be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the remainder of this Ordinance.

Section 6: That this Ordinance shall take effect immediately upon adoption.
PASSED on first reading by the City Commission of the City of North Lauderdale this 12th day of June 2018.

PASSED on second reading by the City Commission of the City of North Lauderdale this 26th day of June 2018.

APPROVED AS TO FORM:

____________________
CITY ATTORNEY SAMUEL GOREN

____________________
MAYOR JACK BRADY

____________________
VICE MAYOR RICH MOYLE

ATTEST:

____________________
PATRICIA VANCHERI CITY CLERK
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FINANCE DEPARTMENT
MEMORANDUM

To: Honorable Mayor and City Commission

From: Ambreen Bhatt, City Manager

By: Susan Nabors, Director of Finance

Date: June 26, 2018

Subject: Second Reading: Ordinance Changes Related to Utility Billing
Two (2) Separate Ordinances

Background:

On April 24, 2018, City Commission attended a workshop on proposed revisions to sections of the Code as they relate to utility operations. Staff recommendations were made and after discussion, Commission provided guidance and consensus to the staff. Tonight, we present two (2) Ordinances on second reading for your consideration and approval. These Ordinances were approved on first reading at the June 12, 2018 Commission meeting.

The key provisions of the Ordinance revisions are:

Chapter 70 – Utilities

• Extending the due date for payment of utility bills to 21 days after the bill date.
  o Increase the due date for payment of utility bills from 14 days to 21 days.
  o Benefits to customers:
    ▪ provides more time for customers to pay their bill
    ▪ reduced occurrences of late charges or disconnections due to late payments
• Expand the section on establishing the utility account in the name of the property owner, including property owner responsibilities, enforcement through Code Division and other available remedies for non-compliance.
  o Sets the time frame to 30 days from date of notification.
  o If not completed during that time, the Code Division will get involved and handle the violation like any other Code violation.

Appendix F. Section 60 – Water and Sewer Generally

Section 61 – Same-Security deposit

• Revise the charge to a customer when the City staff performs repairs on the private property that is not due to the negligent and/or intentional act of omission by the city.
  o This is a rare occurrence as property owners are informed to contact a plumber to repair damages on their side of the meter.
  o The new rate will cover the actual cost of the repair, in the rare instance where the City performs the repairs.
Revise to include the days of the week and time of day when water will be restored after normal business hours when requested by a customer.
  - Current section of the ordinance simply lists the fee for restoring water service hours after discontinuance after normal working hours. It does not indicate days and up to what time the service will be restored after hours.
  - This revision will indicate that the water service will be restored up to 8:00 pm., Monday to Friday, but not on holidays.
  - No change to the current charge.

Revise the broken strap/lock fee to create an escalated fee when a strap/lock is broken more than once on the same account.
  - Breaking a strap/lock to obtain water after it has been disconnected is a criminal activity.
  - The City currently charges a flat fee to the account each time a strap is broken.
  - The revision creates a higher fee for each additional time a strap is broken.

Create two (2) complimentary customer-requested meter read verifications per calendar year; and a fee for subsequent requests that result in validated meter reads.

Create the water availability rate request and approval requirements and revise the fee for this service.
  - The City currently has a water availability rate program.
  - This rate is a reduced rate, in lieu of the base water and sewer charges, when certain conditions are met.
  - The revision lists in the Ordinance what conditions must be met to be approved for the water availability rate.
  - Proposed increase to recoup the actual cost of verifying no water consumption.
  - Utilizing this program, in lieu of base water and sewer charges, will result in savings for qualified customer.

Remove the section allowing for a reduction of a security deposit for commercial customers.

As noted in the workshop, most of these changes will impact only a minimal number of utility customers. The greatest change will be extending the payment due date which will benefit a majority of the utility customers. Please note: These changes will not affect residents who are not on the City’s utility system such as those serviced and billed by Broward County (Broadview/Pompano Park area), Ft. Lauderdale (Lakeview Cove) or Tamarac (Courtyards of Broward).

The ordinance revisions will go into effect beginning with the bills that are issued in September 2018. This will allow the City to enter into a 2 month period of notification to the utility customers to advise them of the new payment terms and give customers time to budget accordingly.
RECOMMENDATION:

The Administration recommends Commission’s consideration and approval of the two (2) attached Ordinances on second reading to revise sections of the Code of Ordinances as they relate to utility operations.
AN ORDINANCE OF THE CITY OF NORTH LAUDERDALE, FLORIDA, AMENDING CHAPTER 70 OF THE CITY CODE OF ORDINANCES OF THE CITY OF NORTH LAUDERDALE, FLORIDA, ENTITLED “UTILITIES,” AND IN PARTICULAR, SECTION 70-4 ENTITLED “SIMULTANEOUS WATER, SEWER, AND STORMWATER MANAGEMENT RATES,” IN ORDER TO REVISE THE REQUIREMENTS FOR ESTABLISHING UTILITY ACCOUNTS, SECTION 70-6 ENTITLED “BILLING PROCEDURE; DELINQUENT ACCOUNTS,”, IN ORDER TO REVISE THE PAYMENT DUE DATE, SECTION 70-7 ENTITLED “SERVICE INTERRUPTION FEES,” IN ORDER TO UPDATE TERMINOLOGY RELATED TO SERVICE INTERRUPTION FEES, AND SECTION 70-33 ENTITLED “PERMIT AND METER REQUIRED FOR WITHDRAWAL OF WATER FROM SYSTEM; PENALTY FOR VIOLATION,” IN ORDER TO UPDATE TERMINOLOGY REGARDING AUTHORIZATIONS; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR CONFLICTS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission has determined, based on the analysis of City staff, that specific sections of Chapter 70-Utilities are in need to be revised in order to update requirements in Section 70-4, update terminology in Section 70-33 and to revise the payment due date; and

WHEREAS, the City Commission has concluded that it is in the best present and future interests of the citizens and residents of North Lauderdale to amend certain sections of chapter 70 “Utilities” to revise the requirements for establishing utility accounts, circumstances when an additional security deposit is required and to revise the payment due date, and in order to update language related to service interruption fees; and

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

Section 1. The foregoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of the Ordinance upon adoption hereof.

Section 2. Chapter 70 entitled “Utilities,” Section 70-4, entitled “Simultaneous water, sewer, and stormwater management rates,” of the Code of Ordinances of the City of North Lauderdale, Florida, is hereby amended as follows:
Section 70-4. Simultaneous water, sewer, and stormwater management rates

(a) Multifamily dwelling units which have only one meter servicing more than one dwelling unit shall be charged for water and wastewater regardless of occupancy and shall be based on the number of equivalent residential connections (ERC's) which have been adopted by the city for each water meter. Should all units in a multifamily dwelling be vacant, the owner of same may cause charges to cease upon written certification of this fact to the utility billing office; and upon such certification, the city shall disconnect or lock the subject meter.

(b) Charges for water services and facilities, charges for sewer services and facilities and charges for stormwater management fees shall be rendered to the utility customers on one bill, provided that the charges shall be listed separately thereon, and provided further, that no customer may pay the charges for any thereof without simultaneously paying the charges for the others thereof.

(c) Water, sewer and stormwater management accounts shall be established in the name of the property owner.

(1) If a property ownership changes, it is the new property owner’s responsibility to establish an account in their name.

(2) Utility accounts not placed into the property owner’s name will be in violation of the City Code and the City shall have the right to enforce compliance with this subsection through legally available avenues, and additional fines and fees may be imposed upon the property owner for violating this subsection.

   a) The City shall provide a property owner with no less than thirty (30) days written notice prior to imposition of the penalty and commencement of enforcement action authorized herein.

   b) If a property owner produces an enforceable lease effective prior to November 13, 2007, for a tenant in whose name an account was legally established prior to November 13, 2007, the account may remain in the name of the tenant until expiration of the term of the lease provided to the City.

(3) City shall send all correspondence relating to an account, including invoices and notices, to the property address provided by the property owner or account holder to the City. Property owners and account holders are responsible for notifying the City of their current mailing address.

(4) Failure of the property owner to establish an account in their name or failure to provide the City of a current mailing address shall not release or diminish the obligation of the property owner to pay charges accrued on the property.
Section 3. Chapter 70 entitled “Utilities,” Section 70-6, entitled “Billing procedure; delinquent accounts,” of the Code of Ordinances of the City of North Lauderdale, Florida, is hereby amended as follows:

Section 70-6. Billing procedure; delinquent accounts

(a) Bills for the city utility services shall be rendered once per month, based on the rate structure then in effect, and shall be due on or before the 21st calendar day subsequent to the bill date and is “past due” on the 22nd calendar day when rendered and delinquent 15 days subsequent to the billing date.

(b) If payment has not been received by the city before the close of business on the due date, by the delinquency date, a "past due" notice and a late payment fee, shall appear on the customer's subsequent monthly bill.

(c) If the "past due" payment amount is not received before the close of business on the 21st calendar day during regular business hours on the 14 days following the bill containing the "past due" notice, utility service will be disconnected without further notice.

(d) All utility payments received shall first be applied to the oldest balance on the account.

(de) The finance director, or his/her designee, shall have the discretion to waive a first instance of a late payment fee based on the partial payment of an amount due at the time when a late fee would otherwise be applied.

(ef) All moneys owed to the city for services shall may be recorded as liens on the subject property when the delinquent amounts reaches $500.00 for single residential, $1,000.00-$500.00 for each multi-family residential, or $1,000.00 for nonresidential. The liens shall be recorded in the public records of Broward County and may be foreclosed in the same manner provided in F.S. ch. 702, as may be amended from time to time, for the foreclosure of mortgages on property. Such liens shall bear interest at the rate permitted by law from the date the lien is filed. Fees charged to record the lien shall follow Section 2-223 and Appendix F, Section 54 of this Code.

(fg) The city manager shall be authorized to increase or decrease temporary personnel on an as-needed basis, subject to budgetary availability, to address any increase or decrease in the demands on utility services.

Section 4. Chapter 70 entitled “Utilities,” Section 70-7, entitled “Service interruption fees; when case required,” of the Code of Ordinances of the City of North Lauderdale, Florida, is hereby amended as follows:
Section 70-7. Service interruption fees; when case required.

(a) When a city employee or designated representative of the City is sent to the property service address to discontinue water service based on nonpayment of amounts billed, as outlined in section 70-6, an administrative fee in the amount established by ordinance shall be added to the utility customer's account. Such charge shall be billed whether the water is actually turned-off disconnected or not.

(b) When a city employee or designated representative of the City is sent to the service address during normal working business hours to reconnect water service caused by a turnoff disconnection due to nonpayment, no additional fee will be charged to the customer. However, when a city employee or designated representative of the City turns water on reconnects service at the customer's request after normal working business hours, an additional fee in the amount established by ordinance shall be added to the customer's account. Such turnon reconnection charges are applicable to the re-establishment of utility services for accounts which have been turned-off disconnected, in accordance with section 70-6 and subsection (a) of this section, due to nonpayment of account. A turnon connection charge in the amount established by ordinance will be billed to a customer account for the initial turnon connection of a new account.

(c) For those accounts which have been turned-off disconnected due to nonpayment, prior to restoring service for the account the City finance department may require payment of all amounts billed plus all administrative fees and worthless check dishonored payment charges, as set forth in Section 2-222 and Section 53 of Appendix F of this Code, in cash, money order, or cashier's check, prior to restoring water service for the account, as set forth in Section 2-222 and Section 53 of Appendix F of this Code.

Section 5. Chapter 70 entitled “Utilities,” Section 70-33, entitled “Permit and meter required for withdrawal of water from system; penalty for violation.” of the Code of Ordinances of the City of North Lauderdale, Florida, is hereby amended as follows:

Section 70-33. Permit Prior authorization and meter required for withdrawal of water from system; penalty for violation.

(a) It shall be unlawful for any person to withdraw water from any hydrant forming a part of the water distribution system of the city without having first obtained a permit therefor from the clerk, authorization from the utilities department.

(b) It shall be unlawful for any person to withdraw water from any portion of the water distribution system of the city, other than from a fire hydrant under a permit from the city, unless such water is discharged through a meter measuring the quantity of water discharged, which meter has previously been approved and authorized by the city.
(c) The clerk utilities department is hereby authorized to issue permits for the withdrawal of water using construction meters, from the hydrants forming a part of the water distribution system of the city upon the filing of an application therefor and the payment of the prescribed fee and security deposit.

(d) The clerk utilities department is authorized and directed to prepare application forms for approval of permits for issuance pursuant to the provisions of subsection (c) of this section, and to prepare authorize forms of applications for such permits, and to promulgate a schedule of fees and security deposits to be assessed and charged in connection with the issuance of such permits.

(e) Any person who violates any provision of this section shall, upon conviction thereof, be punished as provided in section 1-7.

Section 6. Codification. It is the intention of the City Commission of the City of North Lauderdale that the provisions of this Ordinance shall become and be made a part of the Code of Ordinances of the City of North Lauderdale, Florida and that the Sections of this Ordinance may be renumbered, re-lettered and the word “Ordinance” may be changed to “Section”, “Article” or such other word or phrase in order to accomplish such intention.

Section 7. Severability. If any clause, section or other part of this Ordinance shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part shall be considered as eliminated and in no way affecting the validity of the other provisions of this Ordinance.

Section 8. Conflicts. That all Ordinances or parts of Ordinances, Resolutions or parts of Resolutions in conflict herewith, be and the same are repealed to the extent of such conflict.

Section 9. Effective Date. That this Ordinance shall take effect immediately but changes will be implemented for billing periods beginning in September 2018.

PASSED on first reading by the City Commission of the City of North Lauderdale, Florida, this 12th day of June 2018.
PASSED on first reading by the City Commission of the City of North Lauderdale, Florida, this 26th day of June 2018.

APPROVED AS TO FORM:

___________________________________
CITY ATTORNEY SAMUEL S. GOREN

_________________________________
MAYOR JACK BRADY

_________________________________
VICE MAYOR RICH MOYLE

ATTEST:

_______________________________
PATRICIA VANCHERI, CITY CLERK
ORDINANCE NO. ________________________

AN ORDINANCE OF THE CITY OF NORTH LAUDERDALE, FLORIDA, AMENDING APPENDIX “F” OF THE CITY CODE OF ORDINANCES, ENTITLED “FEES,” AND IN PARTICULAR, SECTION 60, THEREOF, ENTITLED “WATER AND SEWER GENERALLY,” OF THE CODE OF ORDINANCES OF THE CITY OF NORTH LAUDERDALE, FLORIDA, IN ORDER TO REVISE THE CHARGE FOR A METER REPAIR, CLARIFY THE HOURS FOR RESTORING WATER AFTER NORMAL WORKING HOURS, REVISE THE CHARGE FOR A BROKEN METER STRAP OR LOCK, INSTITUTE A FEE FOR RE-READS OF METERS REQUESTED BY A CUSTOMER AND PROVIDE ADDITIONAL REQUIREMENTS FOR WATER AVAILABILITY SERVICE; AND SECTION 61, THEREOF, ENTITLED “SAME – SECURITY DEPOSIT,” TO REMOVE A SECTION ALLOWING A REDUCTION OF SECURITY DEPOSIT FOR COMMERCIAL CUSTOMERS; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR CONFLICTS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission has determined, based on the analysis of City staff, that Appendix F - Fees; Section 60 - Water and Sewer Generally – should be revised to update fees as per current costs of operations and to clarify other related matters; and

WHEREAS, the City Commission has determined, based on the analysis of City staff, that Appendix F - Fees; Section 61 – Same – Security Deposit – should be updated to clarify specific matters relating to security deposits; and

WHEREAS, the City Commission has concluded that it is in the best present and future interests of the citizens and residents of North Lauderdale to amend Section 60 to revise the charge for a meter repair, clarify the hours for restoring water after normal working hours, revise the charge for a broken meter strap or lock, institute a fee for re-reads of meters requested by a customer and provide additional requirements for water availability service and Section 61 to remove the language allowing a reduction in security deposit on commercial accounts; and

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

Section 1. The foregoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of the Ordinance upon adoption hereof.
Section 2. Appendix “F,” entitled “Fees,” Section 60, entitled “Water and Sewer Generally,” of the Code of Ordinances of the City of North Lauderdale, Florida, is hereby amended as follows:

Section 60. Water and Sewer - Generally

(a) **Maximum** Minimum water meter repair charge referenced in section 70-34(c) is $65.00 $75.00 per repair, or actual costs of the repair if greater than $75.00.

(b) Water service interruption fees as referenced in section 70-7 are as follows:

1. For discontinuance of water service for non-payment of amounts billed .....$60.00
2. For restoring water service hours after discontinuance after normal working business hours and up to 8 pm Monday – Friday, excluding holidays .....$50.00
3. For initial turn-on of water service to a new account .....$25.00

(c) The rate schedule for monthly charges for water service:

1. The following Equivalent Residential Connection (ERC) System and procedures are hereby adopted:

<table>
<thead>
<tr>
<th>Meter Size (in inches)</th>
<th>ERC’s</th>
</tr>
</thead>
<tbody>
<tr>
<td>5/8</td>
<td>1.0</td>
</tr>
<tr>
<td>¾</td>
<td>1.5</td>
</tr>
<tr>
<td>1</td>
<td>6.0</td>
</tr>
<tr>
<td>1½</td>
<td>12.0</td>
</tr>
<tr>
<td>2</td>
<td>25.0</td>
</tr>
<tr>
<td>3</td>
<td>50.0</td>
</tr>
<tr>
<td>4</td>
<td>80.0</td>
</tr>
<tr>
<td>6</td>
<td>126.0</td>
</tr>
</tbody>
</table>

For the purpose of this section, ERC is defined as a residential dwelling unit serviced by a 5/8-inch water meter.

(d) Broken meter strap or lock replacement fee per account,...First occurrence-$100.00, second occurrence-$250.00, third and subsequent occurrences-$500.00. City may report to law enforcement authorities at any time.
(e) If an inspection of a faulty meter box requested by the customer turns out to be false, the customer shall be charged a service fee in the amount of $35.00. Two (2) complimentary meter read verifications may be requested by the customer per calendar year.

(a) If the two (2) complimentary meter reads are deemed to be correct, the account holder shall be charged a service fee in the amount of $35.00 for subsequent requests for meter read verifications in the same calendar year.

(b) If the meter reads are deemed to be incorrect, the customer shall not be charged a service fee, and the meter read shall not be counted towards one of the complimentary meter read verifications.

(f) If an account is inactive, closed, or has zero water usage a monthly fee of $15.00 for water availability will be charged to the account.

If an account will have zero water consumption for a minimum period of two (2) consecutive billing cycles the property owner may submit a written request to have the account placed on water availability service. In order to receive approval for this service, the name on the utility account must be that of the current property owner and the account must be paid in full. The water availability rate shall be applied to the billing cycle in which the request is approved and not retroactively. If the property owner fails to request in writing to be placed on water availability service, current base charges plus all other applicable fees will be applied to the account.

The water availability rate is $20.00 per billing cycle plus stormwater, utility taxes and all other applicable fees. The water availability rate will apply until the billing cycle in which actual consumption is recorded. In the billing cycle of actual usage, the account will be charged base water, sewer and stormwater charges plus consumption and all other applicable fees and taxes and the account will be taken off water availability rate structure going forward. The City will not be responsible to provide advance notification of the charges resulting from consumption or removal from the water availability rate.

Accounts on water availability service as of the adoption of this Ordinance shall remain on water availability service until the billing cycle in which actual consumption is recorded.

(1) There is hereby adopted the following rates for 1.0 ERC:

(i) Monthly charges:

<table>
<thead>
<tr>
<th>Effective Date</th>
<th>Fixed Rate</th>
<th>Variable Charge Per 1,000 Gallons or Any Part Thereof</th>
</tr>
</thead>
<tbody>
<tr>
<td>May 1, 2009</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Water</td>
<td>$11.44</td>
<td>$2.77, $4.71</td>
</tr>
<tr>
<td>Sewer</td>
<td>$20.72</td>
<td>$3.26, $3.26</td>
</tr>
</tbody>
</table>
City administration will review the financial performance annually and may increase the rate structure by an amount of five percent or inflation, whichever is greater. Inflation is measured by the all-items CPI as advertised for the 12-month period ending September 30. This rate adjustment will be effective on January 1 of each calendar year.

(2) Computation of monthly charge for water and sewer service: The rates reflected in subsection (2) shall be used in computing water and sewer charges based upon total meter water consumption relative to total meter ERC's as follows:

- **Fixed charges:** Total meter ERC's × fixed rate
- **Variable charges:** First 10,000 gallons (per ERC)
  
  *Average ERC × Variable Rate × # of Meter ERC's
- **Consumption (0—10,000 gallons)**
- **Remaining gallons (per ERC)**
  
  *Average ERC × Variable Rate × # of Meter ERC's
- **Consumption (above 10,000 gallons)**

*Where average ERC consumption is calculated by total meter water consumption divided by total ERC's.

(3) Limitation of residential sewer variable charges: There is hereby established a 10,000-gallon per month maximum cap on residential variable sewer charges. This sewer cap shall limit residential variable sewer charges to the first 10,000 gallons of water consumption per equivalent residential connection.

(4) The rates and charges set forth in this section shall be effectuated for calculating water and sewer charges on bills to utility customers which are dated on or after, May 1, 2009 and January 1 of each respective year thereafter.

Section 3. Appendix “F,” entitled “Fees,” Section 61, entitled “Same – Security deposit,” of the Code of Ordinances of the City of North Lauderdale, Florida, is hereby amended as follows:

Section 61. Same – Security deposit

(a) The security deposit required by section 70-5 is as follows:

1. Residential customers:
   - a. Owner- or Tenant-occupied dwelling unit: $200.00 per equivalent residential connection (e.g., the deposit for a 100-unit apartment complex shall be $20,000.00).
   - b. Tenant-occupied dwelling unit: $100.00 per equivalent residential connection.
   - c. Master-metered apartments, townhouses and condominiums: $60.00 per unit.

2. Commercial customers: $60.00 per equivalent residential connection as determined by the water meter size as indicated hereinabove.

(b) The deposit required from commercial customers under subsection (a) of this section may be reduced to an amount equal to two months' average utility service bills based on the written request of the customer and the concurrence as to amount by the city's finance director.
Section 4. Codification. It is the intention of the City Commission of the City of North Lauderdale that the provisions of this Ordinance shall become and be made a part of the Code of Ordinances of the City of North Lauderdale, Florida and that the Sections of this Ordinance may be renumbered, re-lettered and the word “Ordinance” may be changed to “Section”, “Article” or such other word or phrase in order to accomplish such intention.

Section 5. Severability. If any clause, section or other part of this Ordinance shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part shall be considered as eliminated and in no way affecting the validity of the other provisions of this Ordinance.

Section 6. Conflicts. That all Ordinances or parts of Ordinances, Resolutions or parts of Resolutions in conflict herewith, be and the same are repealed to the extent of such conflict.

Section 7. Effective Date. That this Ordinance shall take effect immediately but changes will be implemented for billing periods beginning in September 2018.

PASSED on first reading by the City Commission of the City of North Lauderdale, Florida, this 12th day of June 2018.

PASSED on first reading by the City Commission of the City of North Lauderdale, Florida, this 26th day of June 2018.

APPROVED AS TO FORM:

CITY ATTORNEY SAMUEL S. GOREN

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MAYOR JACK BRADY

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VICE MAYOR RICH MOYLE

ATTEST:

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PATRICIA VANCHERI, CITY CLERK
TO: Mayor and City Commission  
FROM: Ambreen Bhatti, City Manager  
BY: Tammy Reed-Holguin, Community Development Assistant Director  
DATE: June 26, 2018  
SUBJECT: Adoption of the Broward County Updated Multi-Jurisdictional Local Mitigation Strategy (LMS) Plan

Since 2001, the City has participated with Broward County Emergency Management Agency (BEMD) to write and implement a Multi-Jurisdictional Local Mitigation Strategy (LMS) as required by Chapter 163, Florida Statute. The plan addresses hazard mitigation, hurricane evacuation and post-disaster redevelopment planning and the State requires that it be updated every five years. The most recent update was in 2017 and the City is required to adopt this version to remain in compliance and to compete for grant funds. Tonight we are requesting the City Commission’s approval of the attached Resolution adopting the 2017 Enhanced Local Mitigation Strategy (ELM) Plan.

Background
In 2001, the City of North Lauderdale entered into an agreement with Broward County and the Florida Department of Community Affairs (DCA now Department of Economic Opportunity-DEO) to authorize the County to prepare the City’s municipal component of a single unified Countywide LMS. Subsequently, the City adopted this plan by Resolution No. 01-02-4130. In 2005, the plan was revised by BEMD in order to comply with new mitigation planning criteria issued by FEMA. That plan was adopted by Resolution No. 05-03-4864. The latter resolution extended the ELMS plan December 29, 2009. In April 2010, the County Commission approved and adopted this ELMS Plan after obtaining approval from FEMA.

In 2012, the BEMD established a LMS Working Group, in which the City actively participated and assisted diligently in the creation of a comprehensive mitigation program to strengthen the preparedness of Broward County. Community Development staff held key positions as Chairman of the Government Operations Technical Advisory Committee (TAC) and Vice-Chair of the Land Use and Redevelopment Technical Advisory Committee (TAC). The Broward County Board of County Commissioners adopted by Resolution the October 2012, enhanced Local Mitigation Strategy (ELMS) Plan to remain compliant with the Disaster Mitigation Act of 2000 and new mitigation planning criteria issued by the Federal Emergency Management Agency (FEMA). The Plan, approved by FEMA, extended the Plan for a period of five years, to March 12, 2018. The October 2012 Broward County ELMS superseded the ELMS previously approved on January 25, 2010. The City Commission adopted this five year plan on March 26, 2013 by Resolution No. 13-03-5943.
In September 2017, the County Commission updated and received approval for its LMS from FEMA extending its plan for an additional 5 year, until March 2022. In December 2017, the Broward County Board of County Commissioners adopted by Resolution the September 2017 Enhanced Local Mitigation Strategy (ELM) Plan to continue its compliance with the Disaster Mitigation Act of 2000 and the most recent planning criteria required by FEMA. The September 2017 ELMS Plan replaces and supersedes the Broward County ELMS approved in October of 2010.

The next step in the approval process is for each municipality to support and adopt this Multi-Jurisdictional ELMS to ensure their eligibility to apply for and receive Federal Assistance. A copy of this extensive ELMS Plan is currently available on-line at the Broward County Emergency Management’s website at FTP://eoc-ftp.bc-eoc.org.

RECOMMENDATION:

The City Administration recommends Commission consideration and approval of the attached resolution adopting the Broward County September 2017 Multi-Jurisdictional Enhanced Local Mitigation Strategy (LMS) for the City of North Lauderdale and authorizing the City Manager or her designee to appoint a new primary and back-up representative from the City for upcoming future revisions.
RESOLUTION NO. __________________

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF NORTH LAUDERDALE, FLORIDA, SUPPORTING AND ADOPTING THE BROWARD COUNTY’S SEPTEMBER 2017 ENHANCED MULTI-JURISDICTIONAL LOCAL MITIGATION STRATEGY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of North Lauderdale is located in an area that is vulnerable to natural and man-made disasters; and

WHEREAS, the City supports reasonable efforts to make the community better prepared for future disasters and better able to recover after disaster strikes; and

WHEREAS, the State of Florida has stipulated that a Local Mitigation Strategy (LMS) is the first step in the process of making a community better prepared to manage disasters; and

WHEREAS, by adopting the Broward County September 2017 Enhanced Local Mitigation Strategy, the framework for future mitigation efforts and post-disaster recovery may be made easier and faster; and

WHEREAS, the Broward County September 2017 Local Mitigation Strategy (LMS) is in compliance with the local hazard mitigation requirements of Section 322 of the Disaster Mitigation Act of 2000 (DMA2K) as implemented in 44 C.F.R., Part 201; and

WHEREAS, approval and adoption of this Plan is necessary in order to maintain eligibility for hazard mitigation project grant funding.

NOW, THEREFORE, be it resolved by the City Commission of the City of North Lauderdale, Florida, in regular session duly assembled that:

Section 1: That the foregoing “WHEREAS” clauses are hereby ratified and confirmed as being true and correct and hereby made a specific part of this Resolution upon adoption hereof.

Section 2: That the City Commission of the City of North Lauderdale does hereby approve and adopt the Broward County September 2017 revision of the multi-jurisdictional Local Mitigation Strategy as approved by the Federal Emergency Management Agency as meeting all current requirements for such a plan.

Section 3: That the City Commission of the City of North Lauderdale hereby directs the City Manager to appoint one primary and one alternate City Employee to participate in the Local
Mitigation Strategy Working Group to ensure the City of North Lauderdale is represented on all matters.

Section 4: That this Resolution shall be in force and take effect immediately upon passage and adoption.

PASSED AND ADOPTED by the City Commission of the City of North Lauderdale, Florida this 26th day of June, 2018.

APPROVED AS TO FORM:

_______________________________
CITY ATTORNEY SAMUEL S. GOREN

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MAYOR JACK BRADY

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VICE MAYOR RICH MOYLE

ATTEST:

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CITY CLERK PATRICIA VANCHERI
RESOLUTION NO. ___________________

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF NORTH LAUDERDALE, FLORIDA, SUPPORTING THE MUNICIPALITIES AND BROWARD COUNTY WHICH FILED LAWSUITS SEEKING A DECLARATION THAT THE PROVISIONS PUNISHING ELECTED OFFICIALS SET FORTH IN SECTION 790.33, FLORIDA STATUTES, FOR VIOLATING THE PREEMPTION RELATED TO THE REGULATION OF FIREARMS AND AMMUNITION, ARE INVALID; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, over the past several years there have been an unprecedented number of mass shootings in American communities including, most recently, at Marjory Stoneman Douglas High School in Parkland, Florida; and

WHEREAS, National and State leaders continue to fail to act to implement sensible gun law reforms that are supported by a majority of the nation; and

WHEREAS, in Section 790.33, Florida Statutes, the State of Florida (a) declared that it is occupying the whole field of regulation of firearms and ammunition, to the exclusion of all existing and future county or city ordinances, regulations, or rules, (b) purports to prohibit the enactment of any future ordinances or regulations “relating to firearms,” and (c) also purports to create potential liability for damages for actions other than ordinances and regulations, including any “measure, directive, rule, enactment, order, or policy promulgated or caused to be enforced;” and

WHEREAS, the purported preemption, by using the terms “relating to firearms” and “any measure, directive, rule, enactment, order or policy promulgated,” is extremely broad and vague, and could apply to a panoply of measures that local municipalities and county governments would like to consider enacting, including requiring licensed importers, licensed manufacturers and licensed dealers to notify the City if a potential buyer or transferee is given a non-approval number by the Florida Department of Law Enforcement, the restricting of guns in City facilities and parks, the placing of signs relating to guns in City facilities and parks, the regulation of gun accessories (such as high capacity magazines, or bump stocks) or the creating of “gun free zones” or “gun safe zones;” and

WHEREAS, the potential violation of the broad and vague preemption of firearm regulation in Section 790.33, Florida Statutes, carries the risk of onerous and punitive consequences, including but not limited to damages up to One Hundred Thousand Dollars ($100,000.00) and fines up to Five Thousand Dollars ($5,000.) (for which the official may be personally liable), removal from office by the Governor
without due process of law, and a prohibition of the use of public funds to pay or reimburse the official for fines, damages or defense costs (collectively, the “Onerous Preemption Penalties”); and

WHEREAS, as a result of the Onerous Preemption Penalties, the City Commission and its members fear taking any steps that could even remotely be viewed as a violation of the preemption, creating a chilling effect upon City action and preventing the City Commission from responding to the petitions and requests of the City’s residents to do something to protect against the dangers of firearms; and

WHEREAS, local municipalities and county governments desire to consider various reasonable measures related to firearms, including requiring licensed importers, licensed manufacturers and licensed dealers to notify the City if a potential buyer or transferee is given a non-approval number by the Florida Department of Law Enforcement, the regulation of firearm accessories (high capacity magazines, or bump stocks), or other measures related to firearms, but have refrained from doing so because they could possibly be viewed as falling under the preemption and be subjected to the Onerous Preemption Penalties; and

WHEREAS, the Onerous Preemption Penalties strike at the core of the American system of democratic representation: they suppress, in an insidious, Orwellian fashion, the voice of the local electorate through intimidation of local elected officials; and

WHEREAS, the Onerous Preemption Penalties infringe on the free speech rights of city and county commissions and their members, and interfere with their ability to perform their official duties; and

WHEREAS, the Onerous Preemption Penalties infringe upon the legislative immunity the members of a city and county commission enjoy under law when casting votes in their official capacities; and

WHEREAS, the portion of the Onerous Preemption Penalties related to the removal from office by the Governor conflicts with Article 4, Section 7 of the Florida Constitution, by allowing the Governor to remove a municipal official who has not been indicted for any crime, and violates due process; and

WHEREAS, under federal law, licensed gun dealers are mandated to conduct a National Instant Criminal Background Check System (“NICS”) check before proceeding with a sale, but this requirement does not apply to so-called private sellers who are present in large numbers at gun shows and sell guns over the internet; and
WHEREAS, according to Everytown for Gun Safety Support Fund Inc. (“Everytown for Gun Safety”), which is an independent, non-partisan 501(c)(3) organization dedicated to understanding and reducing gun violence in America:

- Background checks are a central component of America’s efforts to keep guns from criminals: since their inception, they have blocked over 3 million gun sales to prohibited purchasers.

- According to a study by the Department of Justice, between 1994 and 2014, federal, state, and local agencies conducted background checks on more than 180 million firearm applications and denied 2.82 million gun sales to prohibited purchasers; and

WHEREAS, despite this success, the background check system is undermined by substantial legal exceptions that create gaping loopholes as well as missing records that enable too many dangerous individuals to obtain firearms they later use in crimes; and

WHEREAS, in the wake of the 2007 Virginia Tech shootings as well as many other shootings where the shooter should have failed a background check had the databases been populated with disqualifying information, the U.S. Department of Defense, the State of Virginia and other states have submitted hundreds of thousands of new mental health and otherwise disqualifying records into the NICS database; and

WHEREAS, on October 21, 2012, Radcliffe Haughton, who had been issued a restraining order and was not allowed to possess firearms, used a semi-automatic handgun to shoot and kill his estranged wife and two others; Haughton avoided a background check by purchasing the firearm online the day before the shooting; and

WHEREAS, it is estimated that 6.6 million guns were sold privately in the U.S. between November 2011 and November 2012, and undercover investigations nationwide have shown that many private sellers at gun shows and online will proceed with sales even when they are made aware that prospective purchasers cannot pass a background check; and

WHEREAS, more than 12,000 Americans are murdered with guns every year, and too many of these crimes are committed by individuals who are barred from purchasing or possessing guns under federal law; and
WHEREAS, other tragedies including the 1999 Columbine High School shooting in Colorado, the 2010 attack on law enforcement at the Pentagon, and the 2012 mass shooting at a Pittsburgh psychiatric clinic were perpetrated by individuals who obtained guns through unregulated private sales, with no paperwork required and no questions asked; and

WHEREAS, the Fix Gun Checks Act was introduced in the U.S. Congress, and this legislation would have addressed the two major flaws in the nation’s gun background check system by improving compliance with federal record reporting requirements, and by requiring background checks for all U.S. gun sales; and

WHEREAS, 90 percent of Americans and 90 percent of gun owners support fixing gaps in the gun background check database, and 86 percent of Americans, 82 percent of gun owners nationwide, and 74 percent of National Rifle Association (“NRA”) members support mandatory criminal background checks for all gun sales; and

WHEREAS, more than 50 national organizations support closing gaps in the gun background check database and requiring a background check for all gun sales, including the U.S. Conference of Mayors, National Urban League, National Association for the Advancement of Colored People, and the National Coalition Against Domestic Violence, the International Association of Chiefs of Police, the Major Cities Chiefs Association and the Police Executive Research Forum; and

WHEREAS, as continued legislative and public attention is being directed to improving the databases to keep firearms out of the hand of those who are disqualified from purchase, ownership and possession, there will be both more who attempt to purchase legally, and more who seek to exploit the private sale exception; and

WHEREAS, Florida Statutes section 790.065(2)(c)1. already requires Florida Department of Law Enforcement (“FDLE”), upon a request for criminal history record involving the purchase of a firearm to:

Review any records available to it to determine whether the potential buyer or transferee has been indicted or has had an information filed against her or him for an offense that is a felony under either state or federal law, or, as mandated by federal law, has had an injunction for protection against domestic violence entered against the potential buyer or transferee under s. 741.30, has had an injunction for protection against repeat violence entered against the potential buyer or transferee under s. 784.046, or has been arrested for a dangerous crime as specified in s. 907.041(4)(a) or for any of the following enumerated offenses:
a. Criminal anarchy under ss. 876.01 and 876.02.
b. Extortion under s. 836.05.
c. Explosives violations under s. 552.22(1) and (2).
d. Controlled substances violations under chapter 893.
e. Resisting an officer with violence under s. 843.01.
f. Weapons and firearms violations under this chapter.
g. Treason under s. 876.32.
h. Assisting self-murder under s. 782.08.
i. Sabotage under s. 876.38.
j. Stalking or aggravated stalking under s. 784.048.; and

WHEREAS, in March 2018, the Tampa Bay Times reported that the state ran 1.7 million gun background checks over the last two years as a result of mandated background checks; of them, just over 26,000 were rejected including nearly 8,500 felons; 1,600 people with active warrants; 2,400 domestic violence abusers; 1,759 for mental health-related issues, 1,137 non-citizens and 25 people dishonorably discharged from the military; and

WHEREAS, when someone fails to disclose on the background check form they are, in fact, a convicted felon, there is a high likelihood they may have lied on the form in the effort to purchase a weapon; and

WHEREAS, when domestic violence abusers or those under court order to not purchase or possess a firearm attempt to purchase a weapon, the consequences can be catastrophic if they ultimately get their hands on a firearm; it is estimated by Everytown for Gun Safety that, on average, 50 women per month on average are murdered by an intimate partner with a firearm and more than half of those killed in domestic violence incidents are murdered with a firearm; and

WHEREAS, after the Marjory Stoneman Douglas High School tragedy, the Florida Legislature passed a new law, Florida Statutes section 790.401 et seq., empowering law enforcement to seek an emergency Risk Protection Order from a court of competent jurisdiction to restrict purchase and possession of firearms and ammunition by those who pose a significant danger to themselves or others, including significant danger as a result of a mental health crisis or violent behavior; and

WHEREAS, FDLE is not required to tell local law enforcement if someone fails a background check; and
WHEREAS, if local law enforcement is notified a person attempted to purchase a firearm but was disqualified as a result of the required background check, local police can (1) follow-up to determine if a crime was committed; (2) notify a court of competent jurisdiction or potential victims that someone who is prohibited from purchasing a firearm has attempted to do so; (3) have more information to protect themselves when encountering someone who is prohibited from possessing a firearm if they have the information the person has made such an attempt; (4) utilize that information when assessing a person who may be in crisis and may be subject to removal of firearms temporarily pursuant to Florida Statutes section 790.401; and (5) make contact to make sure the person has not purchased and does not possess a firearm; and

WHEREAS, it has been reported that investigators believe that the alleged shooter at Marjory Stoneman Douglas ended his massacre and fled the scene because his weapon jammed while he was changing magazine clips, having run out of ammunition; and

WHEREAS, large capacity magazines were employed in many of our country’s deadliest mass shootings – including the Sandy Hook shooting in Newton, at a concert in Las Vegas, Nevada, at a nightclub in Orlando, Florida, at a movie theatre in Aurora, Colorado, in a church in Sutherland Springs, Texas, on a military base at Ford Hood, in a supermarket parking lot in Tucson, Arizona, in an office building in San Francisco, California, and most recently at Marjory Stoneman Douglas High School; and

WHEREAS, although detachable large-capacity magazines are typically associated with machine guns or semi-automatic assault firearms, such devices are available for any semi-automatic firearm that accepts a detachable magazine, including semi-automatic handguns; and

WHEREAS, limiting large capacity magazines provides greater protection to law enforcement because shooters without large capacity magazines must reload, and put themselves in a position to be subdued, before they can cause mass casualties; and

WHEREAS, in District of Columbia v. Heller, the United States Supreme Court specifically acknowledged that the Constitutional protections afforded by the Second Amendment to the Constitution of the United States are not unlimited; and

WHEREAS, multiple federal courts, including the Fourth Circuit sitting en banc in Kolbe v. Hogan, the Second Circuit in New York State Rifle and Pistol Ass’n, Inc. v. Cuomo, and the Seventh Circuit in Friedman v. City of Highland Park, IL, have held that prohibitions on assault-style firearms, as defined in law, and large capacity magazines do not violate the Second Amendment, finding that the
Second Amendment does not reach to protect private citizens obtaining and possessing firearms of war; and

WHEREAS, the City of North Lauderdale advocates for common-sense policies that keep guns out of dangerous hands while respecting the rights of law-abiding gun owners, and strongly believes that Congress and state governments should take action to close deadly gaps in the NICS; and

WHEREAS, a local ordinance to require notification of persons who are unable to legally possess a firearm does not impact the “regulation of firearms and ammunition, including purchase, sale, transfer, taxation, manufacture, ownership, possession, storage and transportation thereof…” in fact, by definition, the only individuals impacted are those who have been determined by other laws that are able to purchase, own or possess a firearm; their rights have been determined by other laws not ordinances enacted by local governments and a local ordinance would merely require the communication of nonapproval information to local law enforcement on persons who were already prohibited from purchasing, owning or possessing a firearm; and

WHEREAS, in the recent passage of the Marjory Stoneman Douglas High School Public Safety Act, the Florida legislature failed to include the requirement that FDLE notify local law enforcement; and

WHEREAS, a lawsuit was filed with ten (10) municipalities (Weston, Miramar, Pompano Beach, Pinecrest, South Miami, Miami Gardens, Miami Beach, Coral Gables, Cutler Bay, and Lauderhill) and thirty one (31) elected officials in the Circuit Court of the Second Judicial Circuit in and for Leon County, Florida, Case No. 2018 CA 0000699; and another ten (10) municipalities (Boca Raton, Surfside, Tallahassee, North Miami, Orlando, Fort Lauderdale, Gainesville, St. Petersburg, Maitland, and Key Biscayne) have voted to join the Leon County lawsuit; four (4) cities (Coral Springs, Pembroke Pines, Coconut Creek and Wilton Manors) filed an Amended Complaint in the Seventeenth Judicial Circuit in and for Broward County, Florida, Case No. CACE-18-008664; and Broward County filed a lawsuit in the Circuit Court of the Second Judicial Circuit in and for Leon County, Florida, Case No. 2018 CA 000882; these lawsuits seek a declaration that the provisions punishing elected officials set forth in Section 790.33, Florida Statutes, for violating the preemption related to the regulation of firearms and ammunition are invalid (“Lawsuits”);
NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF NORTH LAUDERDALE, FLORIDA:

Section 1. That the foregoing “WHEREAS” clauses are ratified and confirmed as being true and correct and are made a part of this Resolution.

Section 2. The City Commission supports the decision of municipalities and the Broward County Board of County Commissioners to file lawsuits seeking to invalidate the Onerous Preemption Penalties contained in Florida Statutes Section 790.33 and invites and urges other local governments and elected officials to support these municipalities and Broward county governments.

Section 3. The City Clerk is directed to distribute this Resolution to all municipal and county governments in Broward County, Florida.

Section 4 That all resolutions or parts of resolutions in conflict with this Resolution are repealed to the extent of such conflict.

Section 5. That this Resolution shall be in full force and take upon its passage and adoption.

PASSED and ADOPTED by the City Commission of the City of North Lauderdale, Florida, this ___________day of ___________________________, 2018.

APPROVED AS TO LEGAL FORM:

______________________________________________________________
CITY ATTORNEY SAMUEL S. GOREN

______________________________________________________________
MAYOR JACK BRADY

______________________________________________________________
VICE MAYOR RICH MOYLE

ATTEST:

______________________________________________________________
PATRICIA VANCHERI, CITY CLERK
TO: Mayor and City Commission

FROM: Ambreen Bhatti, City Manager

BY: Michael Sargis, Assistant City Manager/Parks & Recreation Director

DATE: June 26, 2018

SUBJECT: 2018 Holiday Spirit Parade

As the Parks and Recreation staff begins a busy season of summer programs, the Department is also setting its sights on the Winter Holiday Celebrations calendar, in particular a date and parade route for the 2018 Holiday Spirit Parade.

As you know, last year’s parade which featured Congressman Alcee Hastings as Grand Marshall was canceled due to inclement weather.

In order to set a parade date that doesn’t conflict with Commission travel plans or other Holiday plans, and to assure that the High School Bands can be secured to perform at this event, the staff is proposing to hold the City’s Holiday Parade on Saturday, December 8th, 2018.

Additionally, since last year’s parade was canceled due to rain, the staff is requesting Commission consent to use the same route as last year which had the parade starting at the intersection of BOC and SW 64th Terrace and traveling 1 mile from start to City Hall.

If the Commission concurs with this request, the approval of the following motion is in order:

Motion:

A motion of the City Commission setting Saturday, December 8th, 2018 as the date for 41st Annual Holiday Parade utilizing the same route as last year.
Tonight we are requesting your approval of the attached Resolution authorizing submittal of an application to the Florida Division of Emergency Management for a Hazard Mitigation Grant Program in the estimated amount of $1,011,710 with 75 percent of the cost covered by the Department of Emergency Management and the City to provide the remaining 25 percent ($252,927) non-federal share in the form of cash or in-kind services. If approved, this grant will allow the City to retrofit Fire Stations 34 and 44 located at 6151 Bailey Rd and 7700 Hampton Blvd respectively. The application deadline is August 8th, 2018.

Background
In FY 09-10, the City successfully expended $1.9 million in Disaster Recovery Initiative (DRI) Rehabilitation Programs, funded by the Department of Community Affairs (DCA) through Broward County Community Development Department. We assisted a total of 54 homeowners with hurricane mitigation retrofits to prevent losses, reduce the cost of disasters and the cost of rebuilding after a disaster. Between 2011 and 2017/18, the City has been awarded five (5) Hurricane Loss Mitigation Program (HLMP) grants that allowed us to assist 69 additional homeowners. The City also aided homeowners through the Community Development Block Grant (CDBG) to retrofit their homes. With funding provided by the Florida Division of Emergency Management, the City intends to shift its focus from homeowners to critical facilities located within the City that provide services necessary for the well-being of the community.

The proposed Hazard Mitigation Grant Program will assist the City in implementing measures to reduce or eliminate long-term risk to people and property from natural hazards and their effects. A systematic mitigation of the City’s structures, some critical, with retrofits is needed to ensure that the structures remain sound and fully functional before, during, and after natural hazards. This grant proposal is requesting funding to install hurricane rated apparatus bay doors and retrofit both Fire Stations.

RECOMMENDATION:
The City Administration recommends Commission’s consideration and adoption of the attached resolution enabling the City Manager to take necessary steps to apply for the Hazard Mitigation Grant Program funding as applicable and implement the programs approved by the Broward County LMS Working Group when funding becomes available. We also request the flexibility to adjust
the funding and/or amend the programs incorporated into the application depending on the final response from the Florida Division of Emergency Management.
RESOLUTION NO. ____________

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF NORTH LAUDERDALE, FLORIDA, AUTHORIZING AND DIRECTING THE CITY MANAGER OF THE CITY OF NORTH LAUDERDALE, FLORIDA OR HER DESIGNEE, TO APPLY FOR AND TO FILE SUCH DOCUMENTS AS MAY BE REASONABLY REQUIRED FOR AVAILABLE HAZARD MITIGATION GRANT PROGRAM; A COMPETITIVE GRANT PROGRAM FOR AN ESTIMATED GRANT OF $1,011,710.00 AUTHORIZED BY SECTION 404 OF THE ROBERT T. STAFFORD DISASTER RELIEF ACT; FUNDING IS PROVIDED TO ASSIST COMMUNITIES IMPLEMENT MEASURES TO REDUCE OR ELIMINATE LONG TERM RISK TO PEOPLE AND PROPERTY FROM NATURAL HAZARDS AND THEIR EFFECTS PER THE FLORIDA BUILDING CODE AND LOCAL MITIGATION STRATEGY; PROVIDING THAT THE CITY MANAGER OR HER DESIGNEE SHALL BE AUTHORIZED TO EXECUTE THE GRANT AWARD AGREEMENT AND TO TAKE ALL NECESSARY ACTIONS TO IMPLEMENT SAID PROGRAMS IF AND WHEN FUNDING IS APPROVED; PROVIDING FOR FINDINGS AND CONCLUSIONS WITH REGARD TO THE BENEFITS TO BE DERIVED BY PROCESSING AND OBTAINING SUCH GRANT FUNDS; AND, PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of North Lauderdale ("City") desires to identify mitigation needs for key facilities identified for post-disaster use in Continuity of Operations (COOP) plans and research ways and means to mitigate vulnerabilities; and,

WHEREAS, in order to fund the mitigation of said vulnerabilities, the City Commission desires to submit an application to the Hazard Mitigation Grant Program, prepared by City staff in the amount of approximately $1,011,710.00 with 75 percent of the cost covered by the Department of Emergency Management to retrofit Fire Stations 34 and Fire Station 44; and,

WHEREAS, the City Commission recognizes the City’s obligation to provide the remaining 25 percent ($252,927) non-federal share in the form of cash or in-kind services; and

WHEREAS, the City Commission finds that the receipt of the grant funds from the Florida Division of Emergency Management will be in the best interest of the health, safety and welfare 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:  That the City Manager of the City of North Lauderdale, Florida or her designee is hereby authorized and directed to apply for and to file such documents as may be reasonably required for available Hazard Mitigation Grant Program (HMPG) grant funds in an estimated amount of $1,011,710.00 and to take appropriate actions to execute the grant award agreement and to take all necessary actions implement approved programs with regard to the Hazard Mitigation Grant Program.

Section 2:  That 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 apply for said Florida Division of Emergency Management Grant Funds for the funding of the City’s programs listed in Section 1.

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 ____ day of ______ 2018.

APPROVED AS TO FORM:

__________________________
CITY ATTORNEY SAMUEL S. GOREN

__________________________
MAYOR JACK BRADY

__________________________
VICE MAYOR RICH MOYLE

ATTEST:

__________________________
CITY CLERK PATRICIA VANCHERI
Currently there is funding available from the Florida Division of Emergency Management for critical facilities located within the City that provide services necessary for the well-being of the community. This Hazard Mitigation Grant Program can assist the City in implementing measures to reduce or eliminate long-term risk to people and property from natural hazards and their effects.

As the first step of this process, the City staff has filled out and submitted the three (3) proposed Mitigation Project applications to be included in the Broward County Emergency Management’s Local Mitigation Strategy (LMS) plan for approval. The next step of the process is the submittal of an application to the Florida Division of Emergency Management for a Hazard Mitigation Grant Program by August 8th, 2018 for an estimated amount of $1,337,723. There is a cost share to this grant where 75 percent is covered by the Department of Emergency Management and the City is to provide the remaining 25 percent ($344,430.75) of a non-federal share in the form of cash or in-kind services.

The Public Works Department is applying for three different projects, two (2) of which are the hardening of City buildings and one (1) project is for the purchase of emergency generators for lift stations to be used during power outages.

The projects are summarized as follows:

- Upgrade the windows to impact at City Hall ($679,000)
- Upgrade the windows to impact at Champions Hall ($88,723)
- Purchase of three (3) portable emergency generators ($570,000)

**RECOMMENDATION:**

The City Administration recommends Commission’s consideration and adoption of the attached resolution enabling the City Manager to take necessary steps to apply for the Hazard Mitigation Grant Program funding as applicable and implement the programs approved by the Broward County LMS plan when funding becomes available. We also request the flexibility to adjust the funding and/or amend the programs incorporated into the application depending on the final response from the Florida Division of Emergency Management.
RESOLUTION NO. _______________

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF NORTH LAUDERDALE, FLORIDA, AUTHORIZING AND DIRECTING THE CITY MANAGER OF THE CITY OF NORTH LAUDERDALE, FLORIDA OR HER DESIGNEE, TO APPLY FOR AND TO FILE SUCH DOCUMENTS AS MAY BE REASONABLY REQUIRED FOR AVAILABLE HAZARD MITIGATION GRANT PROGRAM; A COMPETITIVE GRANT PROGRAM FOR AN ESTIMATED GRANT OF $1,337,723.00 AUTHORIZED BY SECTION 404 OF THE ROBERT T. STAFFORD DISASTER RELIEF ACT; FUNDING IS PROVIDED TO ASSIST COMMUNITIES TO IMPLEMENT MEASURES TO REDUCE OR ELIMINATE LONG TERM RISK TO PEOPLE AND PROPERTY FROM NATURAL HAZARDS AND THEIR EFFECTS PER THE FLORIDA BUILDING CODE AND LOCAL MITIGATION STRATEGY; PROVIDING THAT THE CITY MANAGER OR HER DESIGNEE SHALL BE AUTHORIZED TO EXECUTE THE GRANT AWARD AGREEMENT AND TO TAKE ALL NECESSARY ACTIONS TO IMPLEMENT SAID PROGRAMS IF AND WHEN FUNDING IS APPROVED; PROVIDING FOR FINDINGS AND CONCLUSIONS WITH REGARD TO THE BENEFITS TO BE DERIVED BY PROCESSING AND OBTAINING SUCH GRANT FUNDS; AND, PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of North Lauderdale ("City") desires to identify mitigation needs for key facilities identified for post-disaster use in Continuity of Operations (COOP) plans and research ways and means to mitigate vulnerabilities; and,

WHEREAS, in order to fund the mitigation of said vulnerabilities, the City Commission desires to submit an application to the Hazard Mitigation Grant Program, prepared by City staff in the amount of approximately $1,337,723.00 with 75 percent of the cost covered by the Department of Emergency Management to harden City Hall and Champions Hall by upgrading the window to impact windows, and to also purchase of three (3) emergency generators; and,

WHEREAS, the City Commission recognizes the City’s obligation to provide the remaining 25 percent ($334,430.75) non-federal share in the form of cash or in-kind services; and,

WHEREAS, the City Commission finds that the receipt of the grant funds from the Florida Division of Emergency Management will be in the best interest of the health, safety and welfare 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: That the City Manager of the City of North Lauderdale, Florida or her designee is hereby authorized and directed to apply for and to file such documents as may be reasonably required
for available Hazard Mitigation Grant Program (HMPG) grant funds in an estimated amount of $1,337,723 and to take appropriate actions to execute the grant award agreement and to take all necessary actions implement approved programs with regard to the Hazard Mitigation Grant Program.

Section 2: That 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 apply for said Florida Division of Emergency Management Grant Funds for the funding of the City’s programs listed in Section 1.

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 26th day of June 2018.

APPROVED AS TO FORM:

______________________________
CITY ATTORNEY SAMUEL S. GOREN

______________________________
MAYOR JACK BRADY

______________________________
VICE MAYOR RICH MOYLE

ATTEST:

______________________________
CITY CLERK PATRICIA VANCHERI
TO: Mayor and City Commission  
FROM: Ambreen Bhaty, City Manager  
BY: George, Public Works/Utilities Director  
DATE: June 26, 2018 
SUBJECT: Award of Canal Tree Clearing Project - Bid #18-05-373

As you aware, on May 25, 2018, the Notice of Grant and Agreement Award with the National Resources Conservation Service (NRCS), a Division of the United States Department of Agriculture, was approved by the City Commission for the removal of hurricane Irma related debris from canals. The NRCS grant agreement was executed by all parties on May, 30th 2018.

In early May 2018, staff prepared the Notice of Inviting Bid for the Canal Tree Clearing, which was advertised in Sun-Sentinel on May 13 and May 20, 2018, on City’s Website and on the Demand Star bid system to notify the qualified vendors to compete on this project.

A mandatory pre-bid meeting was held on May 22, 2018 and subsequently four (4) bid packets were received for consideration. The bid opening was held on June 8, 2018 at 10:05 a.m. The four (4) Bids were as follows:

<table>
<thead>
<tr>
<th>Company/Vendor:</th>
<th>Bid Amount:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Adventure Environmental</td>
<td>$ 1,057,540.00</td>
</tr>
<tr>
<td>TFR</td>
<td>$ 856,900.00</td>
</tr>
<tr>
<td>BG Katz</td>
<td>$ 1,305,832.00</td>
</tr>
<tr>
<td>Arbor Tree and Land (ATL)</td>
<td>$ 428,995.60</td>
</tr>
</tbody>
</table>

Based on the outcome of the bid, the staff is seeking authorization from the City Commission tonight to award the contract to the lowest most responsive and responsible bidder, Arbor Tree & Land, Inc, in the amount of $428,995.00 and set aside $100,000.00 in contingency fund for any unforeseen costs for the canal tree clearing project. This vendor has previously done similar projects in the City and staff has been satisfied with their performance and efficiency. In addition, staff followed up on their references for similar work that they had done for other entities and received positive comments about the vendor. Under the terms of the agreement, once all paperwork is complete, the vendor will receive a “Notice to Proceed” and will have a total of 120-days to complete the project.
RECOMMENDATION:

The City Administration recommends Commission’s consideration and approval of the attached Resolution authorizing the City Manager or her designee to enter into an agreement between the City of North Lauderdale and Arbor Tree & Land, Inc. for the canal tree clearing project as outlined in Bid #18-05-373 in an amount not to exceed $428,995.00 and set aside $100,000.00 in a contingency fund for any unforeseen costs associated with this project.
RESOLUTION NO. ______________________

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF NORTH LAUDERDALE, FLORIDA, AUTHORIZING AND DIRECTING THE CITY MANAGER OR HER DESIGNEE TO ENTER INTO AN AGREEMENT WITH ARBOR TREE & LAND, FOR THE CANAL CLEARING PROJECT AS OUTLINED IN BID #18-05-375 IN AN AMOUNT NOT TO EXCEED $428,995.00, AND SET ASIDE $100,000.00 IN CONTINGENCY FUND FOR ANY UNFORESEEN COSTS ASSOCIATED WITH THIS PROJECT; PROVIDING FOR FUNDING; AND PROVIDING AN EFFECTIVE DATE.

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

Section 1: That the Bids for the project were obtained through Notice of Bid #18-05-373;

Section 2: That the City Manager or her designee, is authorized to enter into an agreement with Arbor Tree & Land Inc., the lowest and most responsive and responsible bidder, in an amount not to exceed $428,995.00 for the Canal Tree Clearing Project.

Section 3: That a $100,000.00 contingency is set aside for any unforeseen costs related to this project.

Section 4: That the funding for this project is budgeted in Fiscal Year 2018.

Section 5: That this Resolution shall take effect immediately upon adoption.

PASSED and ADOPTED by the City Commission of the City of North Lauderdale, Florida this 26th day of June, 2018.

APPROVED AS TO FORM:

__________________________________________
CITY ATTORNEY SAMUEL S. GOREN

__________________________________________
MAYOR JACK BRADY

__________________________________________
VICE MAYOR RICH MOYLE

ATTEST:
__________________________________________
CITY CLERK PATRICIA VANCHERI
BID #17-05-373

CANAL BANK TREE CLEANING

BID OPENING MINUTES

June 8, 2018

Sealed bids were due for BID #18-05-373 for the Canal Bank Tree Cleaning Project at 10:00 am on June 8, 2018. The bid opening meeting was held at City Hall 1st Floor Conference Room, 701 SW 71 Avenue, North Lauderdale at 10:05 am.

ATTENDING:

City Staff:
George Krawczyk, Public Works/Utilities Director
Susan Nabors, Finance Director
Patricia Vancheri, City Clerk

Potential Bidders:
ATL Diversified Industries
BG Katz Nurseries

A copy of the Sign in Sheet is attached to these Minutes.

Discussion
George Krawczyk opened the bid meeting at 10:05 am and in no particular order the four (4) submitted sealed bids were opened. The submitted price sheets were read into record as follows:

<table>
<thead>
<tr>
<th>Company</th>
<th>Price</th>
<th>Bond</th>
<th>Addendum Acknowledged</th>
</tr>
</thead>
<tbody>
<tr>
<td>Adventure Environmental</td>
<td>$1,057,540.00</td>
<td>Yes</td>
<td>Yes</td>
</tr>
<tr>
<td>TFR</td>
<td>$856,900.00</td>
<td>Yes</td>
<td>Yes</td>
</tr>
<tr>
<td>BG Katz</td>
<td>$1,305,832.00</td>
<td>No</td>
<td>Yes</td>
</tr>
<tr>
<td>Arbor Tree &amp; Land (ATL)</td>
<td>$428,995.60</td>
<td>Yes</td>
<td>Yes</td>
</tr>
</tbody>
</table>

Mr. Krawczyk advised that staff will look over the submitted proposals for required compliance and recommendation will be made to City Commission at their meeting on Tuesday, June 26, 2018 at 6:00 pm.

Adjournment: No further discussion; the meeting adjourned at 10:13 a.m.

Respectfully submitted,
Patricia Vancheri, City Clerk
TO: Mayor and City Commission
FROM: Ambreen Bhatty, City Manager
BY: George Krawczyk, Public Works/Utilities Director
DATE: June 26, 2018
SUBJECT: Recycling Processing Services Contract

On June 25, 2013 the City Commission entered into a five year contract (expiration date of July 2, 2018) with Sun Bergeron Joint Venture (JV) to process the City’s recycling material and sale of this material. A portion of the revenue received by the sales was forwarded to the City, which the City shared 50-50 with the City’s franchise waste hauler WastePro. During this five year period, JV sold the ownership of the facility where our materials are received and processed to LGL Recycling, LLC. Another major change impacting the recyclable industry is that the market value of recyclables has significantly plummeted during the last year. Due to the expiration of this contract coming up soon, staff has been researching other options and had also requested an extension of the original agreement.

LGL recently notified North Lauderdale and other Cities, who are in contract with JV, that they will no longer honor the original contracts at current rates. Subsequently, two (2) cities, Deerfield Beach and Coral Springs attempted to solicit bids from other vendors for the recycling processing but received no bid responses. The City of Coral Springs then informally reached out to firms that initially expressed interest but Waste Management (WM) was the only vendor who agreed to submit a bid but with additional costs related to recycling processing. With no other viable options left, the City of Coral Springs entered into a contract with Waste Management on June 20, 2018.

The City staff has been in discussions with other cities and all of us are in the same dilemma with no viable options left for the processing of recyclables. Based upon our discussions with other cities, it seems that majority of them, if not all, are considering piggy-backing off the City of Coral Springs contract with Waste Management.

Keeping all the facts in mind, the City staff is also recommending to piggy-back off the City of Coral Springs contract with Waste Management for the processing of recyclables.

Highlights of the contract are listed below.

- Term of the Contract: 5 years (initial term) starting July 3, 2018 with (2) five year additional terms
• Two Termination clauses
  ▪ 120 day without cause by either party
  ▪ 30 day Termination at Will clause in the event JV agreement is renewed or revived by any Broward County City at more favorable pricing and/or material terms.

• Average Market Value (AMV) drives the cost and any revenues

• Composition audits will be every 6 months after the first 6 months of the contract

• Most Favored Pricing and Material Terms – If WM offers a better rate to any other municipality, the same rate will be offered to the City

• Contractor’s Fee: $96.00 per ton (Currently $51.16 from the current JV agreement)

• Additional Contamination fee will apply

• Right to reject the load if it does not meet specification- City will be responsible to transport and dispose of the rejected load

• City and WM shall develop and implement a public awareness

With the approval of the contract tonight using the piggy-back option, the recyclables will be taken to the Waste Management (Sun 11) facility in Deerfield Beach. At the time of preparation of this agenda item, the staff was still waiting to receive NL contract from Waste Management which will be identical to the Coral Springs contract recently approved by their Commission. The staff has attached a copy of that contract to this memorandum for reference purposes.

RECOMMENDATION:

The City Administration recommends Commission’s consideration and approval of the resolution authorizing the City Manager or her designee to enter into a contract with Waste Management, using the piggy-back option off the City of Coral Springs contract, for recyclables processing services.
RESOLUTION NO. _________________

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF NORTH LAUDERDALE, FLORIDA, AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH WASTE MANAGEMENT, USING THE PIGGY-BACK OPTION OFF THE CORAL SPRINGS CONTRACT FOR RECYCLING PROCESSING 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 signing of the agreement for recycling processing with Waste Management utilizing the piggy-back option off the Coral Springs contract.

Section 2: That the City and Waste Management have termination options in the contract.

Section 3: That this agreement shall expire July 2, 2023.

Section 3: The Most Favored Pricing is honored in this contract and the processing fee is $96.00 per ton.

Section 4: The composition of the recycled material shall be audited every 6 months to check contamination levels and percentages of material processed.

Section 5: That this Resolution shall take effect immediately upon adoption.

PASSED and ADOPTED by the City Commission of the City of North Lauderdale, Florida, this 26th day of June, 2018.

APPROVED AS TO LEGAL FORM:

CITY ATTORNEY SAMUEL S. GOREN

MAYOR JACK BRADY

VICE MAYOR RICH MOYLE

ATTEST:

PATRICIA VANCHERI, CITY CLERK
ADDENDUM TO AGREEMENT BETWEEN THE CITY OF CORAL SPRINGS AND WASTE MANAGEMENT INC. OF FLORIDA FOR RECYCLING SERVICES

THIS IS AN ADDENDUM, dated this _____ day of __________, 2018, by and between:

CITY OF CORAL SPRINGS, FLORIDA
a municipal corporation
9500 W. Sample Road
Coral Springs, Florida 33065
(hereinafter referred to as “CUSTOMER”)

and

WASTE MANAGEMENT INC. OF FLORIDA
a Florida corporation
2700 Wiles Road
Pompano Beach, Florida 33073
(hereinafter referred to as “COMPANY”)

WHEREAS, the CUSTOMER and COMPANY entered into a contract on the_____ day of __________, 2018 (hereinafter “Agreement”); and

WHEREAS, it is necessary to include additional provisions;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and adequacy of which are acknowledged, the parties agree as follows:

Section 1. The foregoing recitals are true and correct and are hereby incorporated into this Agreement.

Section 2. The following terms and conditions are hereby incorporated into the aforementioned Agreement between the CUSTOMER and COMPANY:

A. TERMINATION FOR CONVENIENCE

COMPANY or CUSTOMER upon one hundred twenty (120) calendar days written notice delivered by certified mail, return receipt requested, to the other party, may, without cause and without prejudice to any other right or remedy, terminate the Agreement for convenience whenever the COMPANY or CUSTOMER determines that such termination is in its best interest. Where the Agreement is terminated for convenience the notice of termination must state that the Agreement is being terminated for the convenience of the terminating party under the termination clause. Termination for convenience shall be on an all or none basis; there shall be no partial termination for convenience. Upon receipt or delivery, as the case may be, of the Notice of Termination for convenience, the COMPANY shall promptly discontinue all work at
the time and to the extent indicated on the Notice of Termination, terminate all outstanding subcontractors and purchase orders to the extent that they relate to the terminated portion of the Agreement and refrain from placing further orders and subcontracts except as they may be necessary, to complete any continued portions of the work.

B. TERMINATION AT WILL IN THE EVENT SUN-BERGERON SOLID WASTE SERVICES, JV AGREEMENT FOR RECYCLING PROCESSING SERVICES IS RENEWED OR REVIVED BY ANY BROWARD COUNTY MUNICIPALITY

COMPANY acknowledges and understands that CUSTOMER entered into a five-year recycling processing services agreement with Sun-Bergeron Solid Waste Services, JV beginning on July 1, 2013 and expiring on June 30, 2018 (“JV Agreement”). COMPANY acknowledges and understands that the JV Agreement contained an option to renew the contract for two (2) additional five (5) year terms; however, CUSTOMER cannot take advantage of such renewal periods unless and until the City of Deerfield Beach, Florida and Sun-Bergeron Solid Waste Services, JV consent and agree to such extension. COMPANY also acknowledges and understands that several other municipalities in Broward County have a similar arrangement with Sun-Bergeron Solid Waste Services, JV. COMPANY agrees that in the event that the JV Agreement is extended, renewed, or renegotiated with more favorable pricing and/or material terms than this Agreement, or in the event that Sun-Bergeron Solid Waste Services, JV extends, renews, or renegotiates a recycling processing services agreement with any other municipality in Broward County, which contract contains more favorable pricing and/or material terms than this Agreement, and Sun-Bergeron Solid Waste Services, JV, agrees to offer such services at the same or similar prices and/or material terms to the CUSTOMER, in the CUSTOMER’S sole discretion, CUSTOMER, upon providing written notice to COMPANY, may, without cause and without prejudice to any other right or remedy, terminate this Agreement thirty (30) days after receipt of the Notice of Termination (“Termination at Will”). Thirty (30) days after the receipt of the Notice of Termination at Will, the COMPANY shall promptly discontinue all work at the time and to the extent indicated on the Notice of Termination at Will, terminate all outstanding subcontractors and purchase orders to the extent that they relate to the terminated portion of the Agreement and refrain from placing further orders and subcontracts except as they may be necessary, to complete any continued portions of the work. Notwithstanding the above thirty (30) day time frame, should the City of Deerfield Beach, Florida or any other municipality in Broward County and the JV consent and agree to an extension of its JV Agreement prior to the commencement of services under this Agreement, the CUSTOMER shall have a right to terminate this Agreement immediately upon written notice to COMPANY.

C. MOST FAVORED PRICING AND MATERIAL TERMS

In the event that COMPANY subsequently enters into an agreement for the processing and/or recycling of another governmental entity’s Recyclable Materials (or a private entity that provides the recycling for all or substantially all of the Recyclables generated within a governmental entity’s jurisdiction) generated anywhere within Broward County (an “Eligible Agreement”), COMPANY shall provide the CUSTOMER with a copy of the Eligible Agreement within thirty (30) days of execution thereof. If the CUSTOMER, in its sole discretion, determines that the Eligible Agreement includes pricing and/or material terms more favorable to the applicable
governmental entity or private entity than the CUSTOMER’s, the CUSTOMER may provide written notice to COMPANY of CUSTOMER’s determination and, if the CUSTOMER does so, the CUSTOMER’s Agreement shall be amended to provide for the more favorable pricing and/or material terms set forth in the Eligible Agreement, and such change shall be effective retroactive to the effective date of the Eligible Agreement.

D. RECORDS AND AUDIT

CUSTOMER reserves the right to audit the records of COMPANY relating to this project at any time during the performance and term of the Agreement and for a period of three (3) years after completion and acceptance by CUSTOMER. If required by CUSTOMER, COMPANY shall agree to submit to an audit by an independent certified public accountant selected by CUSTOMER. COMPANY shall allow CUSTOMER to inspect, examine and review the records of COMPANY relating directly and only to this Agreement, upon reasonable notice given, at any and all times during normal business hours during the term of this Agreement.

IF THE COMPANY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE COMPANY’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE CITY OF CORAL SPRINGS, DEBRA THOMAS, CMC, CUSTOMER CLERK, 9500 WEST SAMPLE ROAD, CORAL SPRINGS, FLORIDA 33065, DTHOMAS@CORALSPRINGS.ORG, TELEPHONE NUMBER (954) 344-1067.

COMPANY understands, acknowledges and agrees that the COMPANY shall, pursuant to Section 119.0701, Florida Statutes, as amended from time to time, do the following:

(1) Keep and maintain public records required by the CUSTOMER to perform the service.

(2) Upon request from the CUSTOMER’s custodian of public records, provide the CUSTOMER with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law or CUSTOMER policy.

(3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the COMPANY does not transfer the records to the CUSTOMER.

(4) Upon completion of the contract, transfer, at no cost, to the CUSTOMER all public records in possession of COMPANY or keep and maintain public records required by the CUSTOMER to perform the service. If the COMPANY transfers all public records to the CUSTOMER upon completion of the contract, the COMPANY shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure.
requirements. If the COMPANY keeps and maintains public records upon completion of the contract, the COMPANY shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CUSTOMER, upon request from the CUSTOMER’S custodian of public records, in a format that is compatible with the information technology systems of the CUSTOMER.

REQUEST FOR NONCOMPLIANCE

(a) A request to inspect or copy public records relating to a CUSTOMER’S contract for services must be made directly to the CUSTOMER. If the CUSTOMER does not possess the requested records, the CUSTOMER shall immediately notify the COMPANY of the request, and the COMPANY must provide the records to the CUSTOMER or allow the records to be inspected or copied within a reasonable amount of time.

(b) If a COMPANY does not comply with the CUSTOMER’S request for records, the CUSTOMER shall enforce the contract provisions in accordance with the contract.

(c) A COMPANY who fails to provide the public records to the CUSTOMER within a reasonable time may be subject to penalties under Section 119.10.

CIVIL ACTION

(a) If a civil action is filed against a COMPANY to compel production of public records relating to a CUSTOMER’S contract for services, the court shall assess an award against the COMPANY the reasonable costs of enforcement, including reasonable attorney fees, if:

(1) The court determines that the COMPANY unlawfully refused to comply with the public records request within a reasonable time; and

(2) At least eight (8) business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that the COMPANY has not complied with the request, to the CUSTOMER and to the COMPANY.

(b) A notice complies with subparagraph (a)2., if it is sent to the CUSTOMER’S custodian of public records and to the COMPANY at the COMPANY’S address listed on its contract with the CUSTOMER or to the COMPANY’S registered agent. Such notices must be sent by common carrier delivery service or by registered, Global Express Guaranteed, or certified mail, with postage or shipping paid by the sender and with evidence of delivery, which may be in an electronic format.

(c) A COMPANY who complies with a public records request within eight (8) business days after the notice is sent is not liable for the reasonable costs of enforcement.
**E. GOVERNING LAW; VENUE**

The validity, construction and effect of this Agreement shall be governed by the laws of the State of Florida.

Any claim, objection or dispute arising out of the terms of this Agreement shall be litigated in the Seventeenth Judicial Circuit in and for Broward County, Florida and the prevailing party to any resultant judgment shall be entitled to an award of all reasonable attorney's fees, interest and court costs incurred by such prevailing party against the losing party including reasonable appellate attorney's fees, interest and taxable costs.

**F. INSURANCE**

The COMPANY shall secure and maintain, at its own expense, and keep in effect during the full term of this Agreement, a policy or policies of insurance, which must include the following coverages and minimum limits of liability:

1. **Worker's Compensation Insurance** for statutory obligations imposed by Worker's Compensation or Occupational Disease Laws, including, where applicable, the United States Longshoremen's and Harbor Worker's Act, the Federal Employers' Liability Act and the Jones Act. Employer's Liability Insurance shall be provided with a minimum of two hundred thousand and xx/100 dollars ($200,000.00) per accident. The COMPANY agrees to be responsible for the employment, conduct and control of its employees and for any injury sustained by such employees in the course of their employment.

2. **Commercial Automobile Liability Insurance** for all owned, non-owned and hired automobiles and other vehicles used by the COMPANY in the performance of the obligations of this Agreement with the following minimum limits of liability with no restrictive endorsements:

   $1,000,000.00 Combined Single Limit, per occurrence, Bodily Injury & Property Damage

3. **Comprehensive General Liability** (occurrence form) with the following minimum limits of liability with no restrictive endorsements:

   $1,000,000.00 Combined Single Limit, per occurrence, Bodily Injury & Property Damage. Coverage shall specifically include the following with minimum limits not less than those required for Bodily Injury Liability and Property Damage Liability:

   (a) Premises and Operations.
   (b) Independent Companies.
   (c) Product and Completed Operations Liability.
   (d) Broad Form Property Damage.
   (e) Broad Form Contractual Coverage applicable to the Agreement and specifically insuring the indemnification and hold harmless agreement contained in section 8 (check when final) of the Agreement.
   (f) Owner's or Company's Protective Liability.
UPON CONTRACT EXECUTION, THE COMPANY SHALL SUBMIT TO CUSTOMER COPIES OF ITS CERTIFICATE(S) OF INSURANCE EVIDENCING THE REQUIRED COVERAGES AND SPECIFICALLY PROVIDING THAT THE CITY OF CORAL SPRINGS IS AN ADDITIONAL NAMED INSURED OR ADDITIONAL INSURED WITH RESPECT TO THE REQUIRED COVERAGES AND THE OPERATIONS OF COMPANYS UNDER THE AGREEMENT. Insurance companies selected must be acceptable to CUSTOMER. All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded shall not be canceled, materially changed or renewal refused until at least thirty (30) calendar days written notice has been given to the CUSTOMER by certified mail.

These insurance requirements shall not relieve or limit the liability of the COMPANY. The CUSTOMER does not in any way represent that the types and amounts of insurance required hereunder are sufficient or adequate to protect the COMPANY’s interests or liabilities but are merely minimum requirements established by the CUSTOMER’s Risk Management Coordinator. The CUSTOMER reserves the right to require any other insurance coverages that the CUSTOMER deems necessary depending upon the risk of loss and exposure to liability.

The required insurance coverage shall be issued by an insurance company authorized and licensed to do business in the State of Florida, with the minimum rating of B+ to A+, in accordance with the latest edition of A.M. Best's Insurance Guide.

The COMPANY shall require each of its sub-COMPANY's of any tier to maintain the insurance required herein (except as respects limits of coverage for employers and public liability insurance which may not be less than One Million ($1,000,000) Dollars for each category), and the COMPANY shall provide verification thereof to the CUSTOMER upon request of the CUSTOMER.

All required insurance policies shall preclude any underwriter's rights of recovery or subrogation against the CUSTOMER with the express intention of the parties being that the required insurance coverage protects both parties as the primary coverage for any and all losses covered by the above described insurance.

The COMPANY shall ensure that any company issuing insurance to cover the requirements contained in this Agreement agrees that they shall have no recourse against the CUSTOMER for payment or assessments in any form on any policy of insurance.

The clauses "Other Insurance Provisions" and "Insured Duties in the Event of an Occurrence, Claim or Suit" as it appears in any policy of insurance in which the CUSTOMER is named as an additional named insured shall not apply to the CUSTOMER. The CUSTOMER shall provide written notice of occurrence within fifteen (15) working days of the CUSTOMER’s actual notice of such an event.
The COMPANY shall not commence performance of its obligations under this Agreement until after it has obtained all of the minimum insurance herein described and the same has been approved.

Violation of the terms of this Section and its subparts shall constitute a breach of the Agreement and the CUSTOMER, at its sole discretion, may cancel the Agreement and all rights, title and interest of the COMPANY shall thereupon cease and terminate.

**Section 3. SEVERABILITY**

Should any part, term or provision of this Amendment be by the courts decided to be illegal or in conflict with any law of the State, the validity of the remaining portions or provisions shall not be affected thereby.

**Section 4.** All other conditions and terms of the original Agreement, as amended, not specifically amended herein remain in full force and effect.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]
IN WITNESS OF THE FOREGOING, the CITY OF CORAL SPRINGS AND WASTE MANAGEMENT INC. OF FLORIDA have hereunto set their hands and seals on the dates written below.

ATTEST:  

DEBRA THOMAS, CMC, City Clerk  

CITY OF CORAL SPRINGS, FLORIDA  

WALTER G. CAMPBELL, JR., Mayor

APPROVED AS TO FORM:

City Attorney’s Office
WASTE MANAGEMENT INC. OF FLORIDA

By: ____________________________

Print Name: ____________________________

Title: ____________________________

State of ________
County of ________

On this, the ________ day of ________, 2018, before me, the undersigned Notary Public of the State of ________, the foregoing instrument was acknowledged by ____________________________ (name of corporate officer), ____________________________ (title), of ____________________________ (name of corporation), a ________ (state of corporation) corporation, on behalf of the corporation.

WITNESS my hand and official seal

Notary Public, State of ________

Printed, typed or stamped name of Notary Public exactly as commissioned

☐ Personally known to me, or

☐ Produced identification:

__________________________
(type of identification produced)
RECYCLING SERVICES AGREEMENT
SINGLE STREAM BLENDED VALUE

THIS RECYCLING SERVICES AGREEMENT ("Agreement") is made as of June 2, 2018, by and between WASTE MANAGEMENT INC. OF FLORIDA ('Company'), a Florida corporation with an office located at 2700 Wiles Road, Pompano Beach, FL 33073 and City of CORAL SPRINGS, FLORIDA ("Customer"), with its principal office at 6500 West Sample Road, Coral Springs, FL 33065.

1. TERM:
The term of the Agreement shall be for a period of five (5) years, commencing July 3, 2018. The Agreement may be renewed for additional terms by written mutual agreement.

2. QUANTITY AND QUALITY:
During the term of the Agreement, Company shall take and Customer agrees to provide one hundred percent (100%) of Customer's single stream recyclables ("Recyclables"). Customer will provide in accordance with Exhibit A ("Specifications"). In the event that the Recyclables do not meet Specifications, the load may be rejected and/or Customer shall have the sole responsibility for any resulting settlement or adjustments, including, but not limited to: price reductions, transportation, and disposal costs. Recyclables specifically exclude, and Customer agrees not to deposit or permit the deposit for collection of, any waste tires, radioactive, volatile, corrosive, flammable, explosive, biomedical, infectious, bio-hazardous, regulated medical or hazardous waste, toxic substance or material, as defined by, characterized or listed under applicable federal, state, or local laws or regulations, or chemical or other properties that are deteriorate or capable of causing lasting damage to any part of Company's property, its personnel or the public or materially impair the strength or the durability of the Company's structures or equipment, or any materials containing information (in hard copy or electronic format, or otherwise) which information is protected or regulated under any local, state or federal privacy or data security laws, including, but not limited to the Health Insurance Portability and Accountability Act of 1996, as amended, or other regulations or ordinances or other waste not approved in writing by Company (collectively, "Excluded Materials"). Title to and liability for Excluded Materials shall remain with Customer at all times. Title to Recyclables provided by Customer to Company is transferred to Company upon Company's receipt or collection unless otherwise provided in this Agreement or applicable law. Company reserves the right at its sole discretion upon notice to Customer to discontinue acceptance of any category of Recyclables as a result of market conditions related to such materials and makes no representations as to the recyclability of the materials which are subject to this Agreement.

3. RECYCLABLE VALUE:
The value of the Recyclables meeting the Specifications shall be as set forth on Exhibit B. It shall be conclusively presumed that the composition of the Recyclables delivered to the Company shall be identical to the composition of all single stream recyclables processed by Company at the processing facility used, as established from time to time by Company. Notwithstanding the foregoing, Company may perform a composition study of the Recyclables to determine the percentage of each commodity in Customer's Recyclables and may revise the amount payable or chargeable to Customer to reflect the actual composition of Customer's Recyclables. Customer acknowledges that the value of the Recyclables may be negative.

4. PAYMENTS; CHARGES; ADJUSTMENTS:
Where the value is positive for the Recyclables, Company shall pay Customer on or about the last day of each month for Recyclables purchased during the proceeding month, after deduction of any Charges owed to Company by Customer for services performed hereunder. Any Customer invoice balance not paid within thirty (30) days of the date of invoice is subject to a late fee, and any Customer check returned for insufficient funds is subject to a NSF fee, both of which are the maximum amount allowed by applicable law. In the event that payment is not made when due, Company retains the right to suspend service until the past due balance is paid in full. In the event that service is suspended in excess of fifteen (15) days, Company may terminate this Agreement for such default.

5. SERVICE:
Customer shall have the option to deliver Recyclables, at Customer's expense, to WM Recycling Sun 11, 1750 SW 42nd Terrace, Deerfield Beach, FL 33442; or Reuter Recycling, 20701 Pembroke Road, Pembroke Pines, FL 33029. ("Facility") during the Facility operating hours, Monday through Saturday, excluding holidays specified by the Facility. All Recyclables must be delivered in self-dumping trucks and will be weighed in and out by Company at the Facility. Company retains the right to direct delivery to one of the listed Facilities for operational reasons in its sole discretion. If deliveries are so directed by the Company, Company shall reimburse Customer for the reasonable differential in transportation costs, if any, incurred by Customer during such period of redirection.

6. CONTAINERS/ACCESS:
Reserved

7. DEFAULT:
Notwithstanding the term of this Agreement set forth in paragraph one (1) above, in the event of default by a party, which default is not cured within thirty (30) days after written notice from the non-defaulting party, the non-defaulting party, at its option, may terminate this Agreement, upon written notice.

8. INDEMNIFICATION/LIMIT OF LIABILITY:
Customer agrees to indemnify, defend and save Company, its parent, subsidiaries, and corporate affiliates, harmless from and against any and all liability which Customer may be responsible for or pay out as a result of bodily injuries (including death), property damage, or any violation or alleged violation of law, to the extent caused by any negligent act or omission or willful misconduct of the Company or its employees, which occurs (a) during the collection or transportation of Customer's Recyclables, or (b) as a result of the disposal of Customer's Recyclables in a facility owned by the Company or a Waste Management facility, and provided that the Company's indemnification obligations will not apply to occurrences involving Excluded Materials. Neither party shall be liable to the other for consequential, incidental or punitive damages arising out of the performance or breach of this Agreement.

9. REMEDIES AND WAIVER:
A party's remedies hereunder are not exclusive and are in addition to any other remedies at law or in equity. A party shall not be deemed to waive any remedy available to it or any right under this Agreement, at law or in equity, by virtue of any act or forbearance in enforcing such rights or remedies.

10. RESERVED:

11. FEES, COSTS AND TAXES:
Reserved

12. RIGHT OF FIRST REFUSAL:
Reserved

13. NOTICES:
Any notice to be given hereunder shall be sent certified mail or by a recognized National overnight carrier service to the address set forth above and in the case of Company a copy shall be sent to 2700 Wiles Road, Pompano Beach, FL 33073 Attention: Legal Department.

14. MISCELLANEOUS:
(a) Except for the obligation to make payments hereunder, neither party shall be in default for its failure to perform or delay in performance caused by events or circumstances beyond its reasonable control, whether or not foreseeable, including, but not limited to, strikes, labor trouble, riots, imposition of laws or governmental orders, fires, acts of war or terrorism, acts of God, and the inability to obtain equipment ("Uncontrollable Circumstances"), and the affected party shall be excused from performance during the occurrence of such events; (b) This Agreement shall be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns; (c) This Agreement represents the entire agreement between the parties and supersedes
any and all other recycling services agreements for the Recyclables, whether written or oral, that may exist between the parties or its affiliates; (d) This Agreement shall be construed in accordance with the law of the state in which the services are provided; (e) If any provision of this Agreement is declared invalid or unenforceable, then such provision shall be severed from and shall not affect the remainder of this Agreement; however, the parties shall amend this Agreement to give effect, to the maximum extent allowed, to the intent and meaning of the severed provision; and (f) In the event either party successfully enforces its rights against the other party hereunder, each party shall bear its own costs.

IN WITNESS OF THE FOREGOING, the CITY OF CORAL SPRINGS AND WASTE MANAGEMENT INC. OF FLORIDA have hereunto set their hands and seals on the dates written below.

ATTEST:                                                                                     CITY OF CORAL SPRINGS, FLORIDA

Debra Thomas, CMC, City Clerk:                                                              Walter G. Campbell, Jr., Mayor

APPROVED AS TO FORM:

City Attorney's Office

WASTE MANAGEMENT INC. OF FLORIDA
By:  
Print Name:  
Title: Vice President

Date: 6/1/19
EXHIBIT A
SINGLE STREAM SPECIFICATIONS

During the term of the Agreement, Company shall take and Customer agrees to provide one hundred percent (100%) of Customer's single stream recyclables ("Recyclables") in accordance with the specifications below ("Specifications"). In the event that the Recyclables do not meet Specifications, the load may be rejected and/or Customer shall have the sole responsibility for any resulting settlement or adjustments, including, but not limited to: price reductions, transportation, disposal costs, and contamination fees, all of which may include an amount for Company's operating and gross profit margin. Recyclables specifically exclude, and Customer agrees not to deposit or permit the deposit for collection of, any waste tires, radioactive, volatile, corrosive, flammable, explosive, biomedical, infectious, bio-hazardous, regulated medical or hazardous waste, toxic substance or material, as defined by, characterised or listed under applicable federal, state, or local laws or regulations, or chemical or other properties that are deleterious or capable of causing material damage to any part of Company's property, its personnel or the public or materially impair the strength or the durability of the Company's structures or equipment, or any materials containing information (in hard copy or electronic format, or otherwise) which information is protected or regulated under any local, state or federal privacy or data security laws, including, but not limited to the Health Insurance Portability and Accountability Act of 1996, as amended, or other regulations or ordinances or other waste not approved in writing by Company (collectively, "Excluded Materials"). Title to and liability for Excluded Materials shall remain with Customer at all times. Title to Recyclables provided by Customer to Company is transferred to Company upon Company's receipt or collection unless otherwise provided in this Agreement or applicable law.

## RECYCLABLES
must be dry, loose (not bagged) and include ONLY the following:

<table>
<thead>
<tr>
<th>Recyclable</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Aluminium cans - empty</td>
<td>Newspaper</td>
</tr>
<tr>
<td>Glass bottles with the symbol #1 - with screw tops only - empty</td>
<td>Magazines, glossy inserts, pamphlets and catalogs</td>
</tr>
<tr>
<td>HDPE plastic bottles with the symbol #2 (water bottles, deli bottles, and shampoo bottles, etc.) - empty</td>
<td>Uncoated paperboard (ex. cereal boxes; food and snack boxes)</td>
</tr>
<tr>
<td>Steel and tin cans - empty</td>
<td>Uncoated printing, writing and office paper</td>
</tr>
<tr>
<td>Glass food and beverage containers - brown, clear, or green - empty</td>
<td>Old corrugated containers/cardboard (uncoated)</td>
</tr>
<tr>
<td>Plastic and cardboard containers</td>
<td>Phone books</td>
</tr>
</tbody>
</table>

## NON-RECYCLABLES
include, but are not limited to the following:

<table>
<thead>
<tr>
<th>Non-recyclable</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Plastic bags and bagged materials (even if containing Recyclables)</td>
<td>Microwave trays</td>
</tr>
<tr>
<td>Mirrors</td>
<td>Window of auto glass</td>
</tr>
<tr>
<td>Light bulbs</td>
<td>Ceased cardboard</td>
</tr>
<tr>
<td>Porcelain and ceramics</td>
<td>Plastic lumbered</td>
</tr>
<tr>
<td>Expanded polystyrene</td>
<td>Glass and metal coolers/bottles</td>
</tr>
<tr>
<td>Glass and metal coolers/bottles</td>
<td>Household appliances and electronics</td>
</tr>
<tr>
<td>Hoses, cords, wires</td>
<td>Yard waste, construction debris, and wood</td>
</tr>
<tr>
<td>Flexible plastic, film packaging or multi-laminated materials</td>
<td>Needles, syringes, IV bags or other medical supplies</td>
</tr>
<tr>
<td>Food waste and liquids, containers containing such items</td>
<td>Textiles, cloth, or any fabric (bedding, pillows, sheets, etc.)</td>
</tr>
<tr>
<td>Excluded Materials</td>
<td>Naphtha, paper lovers, tissue, paper plates, paper cups, and plastic utensils</td>
</tr>
<tr>
<td>Any Recyclable materials or pieces of Recyclables less than 4&quot; in size in any dimension</td>
<td>Propane tanks, batteries</td>
</tr>
</tbody>
</table>

## DELIVERY SPECIFICATIONS:
Material delivered by or on behalf of Customer may not contain more than 30% Non-Recyclables ("Excess Contamination") and may contain no Excluded Materials. In the event a load does not meet Specifications, the load may be rejected and/or Customer may be charged additional processing, return or disposal costs; provided, however, that if delivered material contains more than 10% Non-Recyclables but does not contain Excluded Materials, the material will be accepted and the Excess Contamination shall be subject to the charges set forth in Exhibit B.

"Excluded Materials" means radioactive, volatile, corrosive, flammable, explosive, biomedical, infectious, bio-hazardous, or toxic substance or material, or regulated medical or hazardous waste as defined by, characterised or listed under applicable federal, state, or local laws or regulations, materials containing information (in hard copy or electronic format, or otherwise) which information is protected or regulated under any local, state or federal privacy or data security laws, including, but not limited to the Health Insurance Portability and Accountability Act of 1996, as amended, or other regulations or ordinances.

Company reserves the right upon notice to discontinue acceptance of any category of materials set forth above as a result of market conditions related to such materials and makes no representations as to the recyclability of the materials. Company shall provide six (6) months advanced written notice to Customer of its decision to discontinue acceptance of any such material.

Customer shall deliver Recyclables, at Customer's expense, to Company's facility located at 1750 SW 43rd Ter, Deerfield Beach, FL 33442, Rauler Recycling, 20231 Pinetree Rd, Pembroke Pines, FL 33029, or to such other location as the Company may direct from time to time ("Facility") during the Facility's operating hours, Monday through Saturday, excluding Christmas Day. All Recyclables must be delivered in self-dumping trucks and will be weighed in and out by Company at the Facility.
EXHIBIT B
SINGLE STREAM PRICING

1. VALUE SHARE
Where the Blended Value is greater than the Processing Fee, Customer's value share is a percentage of the difference between the Blended Value and the Processing Fee as listed below. When the Blended Value is less than the Processing Fee, Customer shall pay Company the difference between the Processing Fee and the Blended Value.

- Where the Blended Value is greater than the Processing Fee and equal to or less than $120.00, the Customer's value share is 55% of the difference.
- Where the Blended Value is greater than $120.00 and equal to or less than $140.00, the Customer's value share is 65% of the difference.
- Where the Blended Value is greater than $140.00, the Customer's value share is 75% of the difference.

2. BLENDED VALUE
To calculate the Blended Value per ton of the Recyclables, (a) The percentage of each Recyclable and Non-Recyclable component listed below contained in the Customer's recyclables as established and revised from time-to-time by audit, is multiplied by the current value of each commodity listed below; and (b) Each commodity value per ton is added together to obtain the Blended Value per ton.

Customer acknowledges that the value of a commodity may be negative.

Blended Value is calculated monthly:
- "PS" means the average price published at www.SecondaryFiberPricing.com for the Southeast USA Region, domestic price, 1st issue of the month retroactive to the first of the month.
- "SMP" means the average price published at www.SecondaryMaterialsPricing.com for the Atlanta (Southeast USA) Region, freight date price each month, retroactive to the first of the month.
- If "PS" or "SMP" (or both) is no longer reflective of prevailing market conditions or if an alternative publication more accurately reflects such market conditions, then Contractor may substitute such alternative publication(s) or alternate method to determine the value of each commodity set forth below.
- "Transportation and Disposal" means the charge for transporting residue from the processing facility per ton in the month of delivery to the disposal facility.

<table>
<thead>
<tr>
<th>Material</th>
<th>Index Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mixed Paper</td>
<td>PS S4 Mixed Paper (MSP)</td>
</tr>
<tr>
<td>Newspaper</td>
<td>PS S5 Sorted Residential Papers (SRP)</td>
</tr>
<tr>
<td>Corrugated Containers</td>
<td>PS 13 Corrugated Containers</td>
</tr>
<tr>
<td>Aluminum Can</td>
<td>SMP Metals Aluminum Cans (Sorted, Bale, c/lb, picked up)</td>
</tr>
<tr>
<td>Steel Can</td>
<td>SMP Metals Steel Cans (Sorted, Bale, 5/ton, picked up)</td>
</tr>
<tr>
<td>PET</td>
<td>SMP Plastics PET (Baled, c/lb, picked up)</td>
</tr>
<tr>
<td>Natural HDPE</td>
<td>SMP Plastics Natural HDPE (Baled, c/lb, picked up)</td>
</tr>
<tr>
<td>Colored HDPE</td>
<td>SMP Plastics Colored HDPE (Baled, c/lb, picked up)</td>
</tr>
<tr>
<td>Polyolefins</td>
<td>SMP Plastics Commercial (6%) (Baled, c/lb, picked up)</td>
</tr>
<tr>
<td>Glass (3 Mix)</td>
<td>SMP Glass 3 Mix ($/ton del. as Recyclable or Disposable)</td>
</tr>
<tr>
<td>Polystyrene</td>
<td>$9.00</td>
</tr>
<tr>
<td>Contamination (up to 10%)</td>
<td>$0.00</td>
</tr>
<tr>
<td>Excessive Contamination (over 10%)</td>
<td>TBD</td>
</tr>
</tbody>
</table>

3. CHARGES
(a) The initial Processing Fee is $96.00 per delivered ton.
(b) The Contractor has the right to adjust the Processing Fee in accordance with increases in the applicable CPI as calculated below on the anniversary of the Effective Date ("Anniversary Date"). Such CPI adjustment shall be effective on such Anniversary Date and shall be recalculated and effective each Anniversary Date thereafter. The increases to the Processing Fee shall be based on the percentage increase in the CPI for the twelve (12) month period ending one month prior to the Anniversary Date. "CPI" means the Consumer Price Index-All Urban Consumers (CPI-U), Water, Sewer, and Trash Collection (WST), (Not Seasonally Adjusted, 12-month rolling average) as published by the United States Department of Labor, Bureau of Labor Statistics (1983-1984=100), which shall not exceed 5%. In the event the CPI is no longer visible or no longer reflective of consumer prices in Customer's geographic region, another consumer pricing index or method of adjustment may be used as a replacement for the CPI, subject to the mutual agreement of the parties. Failure by Contractor to submit such CPI price adjustment shall not preclude the retroactive implementation of such adjustment as of the Anniversary Date.
EXHIBIT B
SINGLE STREAM COMPOSITION

The initial composition will be determined based on the initial composition study, which shall be completed no later than thirty (30) days after the commencement date of the agreement. Company / Customer may request a composition study every six months to determine the percentage of each commodity in Customer’s Recyclables and Exhibit B will be deemed adjusted accordingly. A representative from Customer may be present for composition studies.

By way of example,

<table>
<thead>
<tr>
<th>Material</th>
<th>Index Description</th>
<th>Market Value $5/ton</th>
<th>Market Value %</th>
<th>Material %</th>
<th>Average Market Value $5/ton</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mixed Paper</td>
<td>PS 54 Mixed Paper (MFP)</td>
<td>2.50</td>
<td>2.50</td>
<td>21.5%</td>
<td>0.94</td>
</tr>
<tr>
<td>Newspaper</td>
<td>PS 56 Sorted Residential Papers (SRNP)</td>
<td>17.50</td>
<td>17.50</td>
<td>16.6%</td>
<td>2.03</td>
</tr>
<tr>
<td>Corrugated Containers</td>
<td>PS 11 Corrugated Containers</td>
<td>87.50</td>
<td>87.50</td>
<td>14.6%</td>
<td>12.78</td>
</tr>
<tr>
<td>Aluminum Cans</td>
<td>SMP Metals Aluminum Cans (Sorted, Baled, Cth, picked up)</td>
<td>70.00</td>
<td>1,400.00</td>
<td>1.1%</td>
<td>35.40</td>
</tr>
<tr>
<td>Steel Cans</td>
<td>SMP Metals Steel Cans (Sorted, Baled, $/Gross ton, picked up)</td>
<td>180.00</td>
<td>180.00</td>
<td>2.0%</td>
<td>3.60</td>
</tr>
<tr>
<td>PET</td>
<td>SMP Plastics PET (Baled, C/ft, picked up)</td>
<td>15.35</td>
<td>355.00</td>
<td>7.5%</td>
<td>23.88</td>
</tr>
<tr>
<td>Natural HDPE</td>
<td>SMP Plastics Natural HDPE (Baled, C/ft, picked up)</td>
<td>37.50</td>
<td>750.00</td>
<td>3.0%</td>
<td>22.50</td>
</tr>
<tr>
<td>Colored HDPE</td>
<td>SMP Plastics Colored HDPE (Baled, C/ft, picked up)</td>
<td>39.00</td>
<td>390.00</td>
<td>3.0%</td>
<td>11.40</td>
</tr>
<tr>
<td>Plastics #3-47</td>
<td>SMP Plastics Commingled (#3-7, Baled, C/ft, picked up)</td>
<td>(1.50)</td>
<td>(30.00)</td>
<td>4.4%</td>
<td>(1.32)</td>
</tr>
<tr>
<td>Glass (1 Mix)</td>
<td>SMP Glass 1 Mix ($/ton dell. as Recyclable or Disposable)</td>
<td>(22.80)</td>
<td>(22.80)</td>
<td>13.3%</td>
<td>(2.99)</td>
</tr>
<tr>
<td>Polycarbonate</td>
<td>N/A</td>
<td>-</td>
<td>0.0%</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Contamination</td>
<td>N/A</td>
<td>-</td>
<td>10.0%</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Excessive Contamination</td>
<td>Contamination in excess of 10%</td>
<td>(55.00)</td>
<td>(55.00)</td>
<td>7.2%</td>
<td>(3.96)</td>
</tr>
</tbody>
</table>
EXHIBIT C

Composition Audits of Program Materials used for AMV Calculation

a. The initial AMV calculation shall be based up on compositions presented in Exhibit B, and shall be the basis for calculating the initial AMV. For users of this Agreement other than the City by piggyback or otherwise, a mutually agreeable AMV schedule will be implemented for the first six months of this Agreement.

Beginning upon the commencement date of the agreement and during each subsequent six month period, WMIF shall conduct audits on not less twenty-five composition samples in accordance with ASTM Standard D5231-02(2008) so as to establish sufficient waste characterization data necessary to adjust the AMV to reflect changes in the composition of single stream materials delivered to the Designated Facilities which are utilized to calculate the AMV semi-annually, as agreed to by the City and WMIF. A quantity of 25 audits will provide a statistical confidence of 90%. These audits may be performed on a weekly basis over the duration of a six-month period to reflect changes in weather and seasonal population behaviors which affect recycling composition.

A calendar of planned audits will be provided to the City by WMIF indicating the schedule of planned samples. Sampling protocol shall consider the collection day of the week and geographic routing to provide the overall composition. The City may request to have a representative observe any audits by providing a written request not less than seven days prior to the audit. At any time during the term of the Contract the City may submit a written request to conduct a Composition Study with the aid of a qualified professional.

b. Within ninety days after receipt of City’s request, the City may engage a qualified professional (the “Professional”) to conduct the Composition Study. The Professional will employ a Composition Study methodology generally recognized and accepted within the industry as producing accurate results under circumstances similar to those existing at the Designated Facilities. The City will have sole and absolute discretion in choosing the Professional and the methodology to be used in conducting each Composition Study. All costs related to the Composition Study shall be the City’s obligation.

c. Upon engaging a Professional who will conduct a Composition Study, the City will notify WMIF as to the schedule when the study will be conducted. Both the City and WMIF shall have the right to be present and to observe the conduct and performance of the Composition Study.
d. The City will deliver, or require the Professional to deliver, a copy of the final Composition Study to WMIF. Should the Composition study conducted by the Professional deviate significantly (defined as greater than 5%) from data derived from audits conducted by WMIF, an average of the two AMV totals will be used to calculate the subsequent period until the next semi-annual calculation is due.

After the City and WMIF have received the final Composition Study, then any required resulting adjustments to the material percentages utilized to calculate the AMV as provided in Exhibit B will become effective commencing the first day of the calendar month after the month in which the parties receive the final Composition Study and will remain in effect during the remainder of the Contract unless and until further adjusted in a future Composition Study or City Composition Study.
EXHIBIT D
RECYCLING PUBLIC AWARENESS PROGRAM

CONTRACTOR and CITY shall work together to develop and implement a public awareness program in order to educate the residents of the CITY to the environmental and economic benefits of recycling.

The initial promotional expense and advertising material shall be paid for by CONTRACTOR which includes the design and printing of educational materials to each household once a year. CITY shall be responsible for mailing and distribution.

The CONTRACTOR agrees to comply with requests of up to forty (40) hours per year from the CITY to participate in local outreach events for promoting recycling awareness in the community, provided that notice of at least five (5) work days is given.

The CONTRACTOR will work with the CITY to provide additional educational promotional items and access to social media designed by the CONTRACTOR for the promotion of recycling awareness in the community.
AGENDA

1. CALL TO ORDER – Chairman Moyle

2. ROLL CALL
   Chairman Rich Moyle
   Secretary Jack Brady
   Supervisor Samson Borgelin
   Supervisor Jerry Graziose
   Supervisor Lorenzo Wood
   Administrator George Krawczyk
   City Attorney Samuel S. Goren
   City Clerk Patricia Vancheri

3. APPROVAL OF MINUTES
   a. June 12, 2018

4. RESOLUTION – Repeal RESOLUTION 18-06-01 – Water Control District and approving amended budget for fiscal year October 1, 2017 – September 30, 2018
   - Motion, second and vote to read
   - Attorney reads title
   - Staff presentation (Susan Nabors)
   - Motion and second to adopt
   - Discussion
   - Vote

A RESOLUTION OF THE NORTH LAUDERDALE WATER CONTROL DISTRICT, RELATING TO THE PROVISION OF WATER CONTROL AND DRAINAGE SERVICES, FACILITIES AND PROGRAMS (THE “WATER MANAGEMENT SYSTEM”) WITHIN THE GEOGRAPHICAL BOUNDARIES OF THE DISTRICT; TO REPEAL RESOLUTION 18-06-01; AND AMEND THE DISTRICT BUDGET FOR FISCAL YEAR 2017-2018 TO APPROPRIATE $132,250 INSTEAD OF $325,000 FROM THE FUND BALANCE FOR THE CANAL CLEAN-UP PROJECT RESULTING FROM HURRICANE IRMA; TO BE AMENDED AS PART OF THE CITY’S BUDGET BY THE CITY COMMISSION; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.
5. RESOLUTION – Preliminary Water Management System Annual Assessment Rate

- Motion, second and vote to read
- Attorney reads title
- Staff presentation (Susan Nabors)
- Motion and second to adopt
- Discussion
- Vote

A RESOLUTION OF THE NORTH LAUDERDALE WATER CONTROL DISTRICT, RELATING TO THE PROVISION OF WATER CONTROL AND DRAINAGE SERVICES, FACILITIES AND PROGRAMS (THE “WATER MANAGEMENT SYSTEM”) WITHIN THE GEOGRAPHICAL BOUNDARIES OF THE DISTRICT; ESTABLISHING THE ESTIMATED ASSESSMENT RATE OF $100.00 FOR WATER MANAGEMENT SYSTEM ASSESSMENTS FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2018; DIRECTING THE PREPARATION OF AN ASSESSMENT ROLL; AUTHORIZING A PUBLIC HEARING AND DIRECTING THE PROVISION OF NOTICE THEREOF; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

6. GENERAL DISCUSSION

7. ADJOURNMENT
INTERDEPARTMENTAL
MEMORANDUM

TO: Chairman and Board of Supervisors
North Lauderdale Water Control District

FROM: Ambreen Bhatti, City Manager

BY: George Krawczyk, District Administrator
Susan Nabors, Finance Director

DATE: June 26, 2018

SUBJECT: Water Control District – Amend the FY 2018 budget

On September 13, 2017 the Board of Supervisors of the North Lauderdale Water Control District approved Resolution 17-09-02 which adopted the FY 2017-2018 budget as part of the City’s budget.

Hurricane Irma, in September 2017, created significant debris throughout the City. A large amount of that debris occurred in various canals throughout the city. The National Resources Conservation Service (NRCS), a Division of the United States Department of Agriculture, has approved the City of North Lauderdale for a grant and the Water Control District will be responsible for the 25% match on the grant plus any ineligible expenditures.

At the June 12, 2018 meeting, the Board of Supervisors approved Resolution 18-06-01 to amend the FY 2018 budget to appropriate $325,000 of the Fund Balance in the Water Control District for the portion of the expenses for the canal clean-up project related to Hurricane Irma. Since that time, an award recommendation was made for the contractor in an amount not to exceed $529,000. Thus, we are seeking your approval to revise the Resolution to appropriate a reduced amount of $132,250 from Fund Balance which is 25% of the cost of the canal clean up project.

The Water Control District’s budget is adopted as part of the City’s budget and therefore must be amended in the same manner as adopted. The first reading of the Ordinance to revise the FY 2018 budget was read on June 12, 2018 by the City Commission and the second reading to adopt a revised Ordinance was presented on June 26, 2018.

RECOMMENDATION:

The Administration recommends the Board of Supervisors’ consideration and approval to repeal Resolution # 18-06-01 and adopt the attached revised resolution amending the budget for the fiscal year October 1, 2017 through September 30, 2018 to appropriate $132,250 instead of $325,000 from the Fund Balance for the canal clean-up project related to Hurricane Irma.
WCD RESOLUTION NO. ________________

A RESOLUTION OF THE NORTH LAUDERDALE WATER CONTROL DISTRICT, RELATING TO THE PROVISION OF WATER CONTROL AND DRAINAGE SERVICES, FACILITIES AND PROGRAMS (THE “WATER MANAGEMENT SYSTEM”) WITHIN THE GEOGRAPHICAL BOUNDARIES OF THE DISTRICT; TO REPEAL RESOLUTION 18-06-01; AND AMEND THE DISTRICT BUDGET FOR FISCAL YEAR 2017-2018 TO APPROPRIATE $132,250 INSTEAD OF $325,000 FROM THE FUND BALANCE FOR THE CANAL CLEAN-UP PROJECT RESULTING FROM HURRICANE IRMA; TO BE AMENDED AS PART OF THE CITY’S BUDGET BY THE CITY COMMISSION; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on September 13, 2017, the Board of Supervisors of the North Lauderdale Water Control District (the “Board”) approved Resolution 17-09-02 (the Preliminary Resolution”), which adopted the Preliminary Assessment Roll and adopting the fiscal year 2017-2018 budget; and

WHEREAS, the North Lauderdale Water Control District approved Resolution 18-06-01 on June 12, 2018 and now wishes to repeal it;

WHEREAS, the North Lauderdale Water Control District (the “District”) was impacted by Hurricane Irma which created significant debris in various canals throughout the DISTRICT; and

WHEREAS, the District is obligated to pay for the share of expenditures related to the clean-up of the canals that will not be covered by grant awards; and

WHEREAS, the District’s estimated expenditures for the canal clean-up from Hurricane Irma is $132,250; and

WHEREAS, the District’s estimated Fund Balance is $1,126,499 which is sufficient from which to appropriate the $132,250 for the canal clean-up project; and

WHEREAS, the District approves the budget amendment to reflect $132,250 instead of $325,000

NOW, THEREFORE, BE IT RESOLVED BY THE DISTRICT:

SECTION 1. RECITALS. The aforementioned WHEREAS clauses are hereby ratified and confirmed as true and correct, and incorporated herein.
SECTION 2. AUTHORITY. This Resolution is adopted pursuant to the provisions of Chapter 2005-316, House Bill 1875 (adopted in 1997), House Bill 1043 (adopted in 2007) (collectively known hereafter as “SPECIAL ACTS”), Chapters 189 and 298, Florida Statutes, and other applicable provisions of law.

SECTION 3. APPROVAL OF BUDGET. The budget estimates were approved as the 2017-2018 Fiscal Year Budget and this change will be adopted as part of the City’s budget by the City Commission at which time it will be in full force and effect for the fiscal year of the District, commencing on October 1, 2017, and terminating on September 30, 2018. From time-to-time, the District may transfer from one fund, account, or department to another as the necessity for the same may occur without being required to amend the terms and provisions of this Resolution. The provisions of this Resolution shall not be deemed to be a limitation of the power granted to the District by applicable law and which relate to the fiscal management of the District’s funds.

SECTION 4. CONFLICT. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 5. SEVERABILITY. 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 6. EFFECTIVE DATE. This Resolution shall become effective immediately upon its passage and adoption.

PASSED, ADOPTED, AND APPROVED THIS 26th DAY OF JUNE 2018.

______________________________________________
DISTRICT CHAIRPERSON

______________________________________________
DISTRICT SECRETARY

APPROVED AS TO FORM:

______________________________________________
SAMUEL S. GOREN
DISTRICT ATTORNEY

ATTEST:

______________________________________________
CLERK TO THE BOARD OF SUPERVISORS
INTERDEPARTMENTAL MEMORANDUM

TO: Chairman and Board of Supervisors
North Lauderdale Water Control District

FROM: Ambreen Bhatti, City Manager

BY: George Krawczyk, District Administrator
Susan Nabors, Finance Director

DATE: June 26, 2018

SUBJECT: Preliminary Water Control District Rate Resolution

Attached for your consideration is the Administration’s proposed Preliminary Rate Resolution for the North Lauderdale Water Control District (District).

Background: Chapter 2005-316, Laws of Florida, amended, reenacted, repealed and codified all previous Chapters relating to the District. Chapter 2005-316, Laws of Florida, also revised the District’s boundaries to be the same as the City’s, confirmed the District’s authority to levy non ad-valorem special assessments and provided for several other administrative matters.

Current Operations: The District intends to persist in eliminating evasive species of aquatic growth in the canals and lakes and maintain water flows. The District will continue to work closely with Code Enforcement to address violations of illegal dumping of debris that may have impeded the flow of water without the involvement of the City. The District will also continue to attempt to find a cost effective means to identify canal bank erosion issues.

In addition to the regular operational costs of the District, Hurricane Irma clean-up costs and a major canal bank restoration project identified on three properties was not anticipated. This will result in the need to utilize more than half of the Fund Balance of the District. This leaves the Districts Fund Balance in a less than desirable position moving into future years. The Fund Balance must be maintained at an adequate level to provide sufficient funding for these types of emergency situations.

The National Hurricane Center projects a large number of storms in the upcoming year and unforeseen costly canal bank problems may come to light, as they did recently. Recent heavy rain events that resulted in flooding in the City have driven us to implement short-term solutions to address this issue. In FY 2019, staff will be holding planning meetings to discuss a long-term approach to maintaining the canals in the District. Various project funding options will be evaluated for both short and long-term projects. In either case, a strong Fund Balance is necessary.
**Rate Analysis:** The WCD assessment rate was held steady at $55.15 for twelve (12) straight years. The reason it was not increased over these years is that until recently, the District had a good amount of Fund Balance to address emergency situations. At the end of FY 2018, the Fund Balance is expected to be about $994,000. Keeping in mind the current need to dip into Fund balance and if we maintain the current $55.15 assessment rate, the Fund Balance will decrease to approximately $446,500 in FY2019. If we increase the rate to $75.00, the Fund Balance will be about $690,880 (still lower than FY 2018 fund balance). These two scenarios would not provide a healthy Fund Balance needed for any canal related emergencies. If we increase the rate to $100.00, the Fund Balance will remain approximately level with FY 2018, at $998,490 in FY 2019. Due to both the known and unknown expenditures of the District, the Administration supports increasing the assessment rate to $100.00 per Unit to provide the necessary funding for the District’s operational costs and to begin replenishment of the Fund Balance. This is an increase of $44.85 per year or $3.75 per month before applicable discounts of up to 4% available on the tax bill.

The resolution schedules the Water Control District public hearing on the assessment for Wednesday, September 12, 2018, at 6:00 p.m.

**RECOMMENDATION:**

The Administration recommends the Board of Supervisors’ consideration and approval of the attached preliminary rate resolution relating to the provision of Water Control and Drainage Services, Facilities and Programs (the “Water Management System”) within the geographical boundaries of the District; establishing the estimated assessment rate of $100.00 for Water Management System Assessments for the fiscal year beginning October 1, 2018; directing the preparation of an assessment roll; authorizing a public hearing and directing the provision of notice thereof.
RESOLUTION NO. ______________

A RESOLUTION OF THE NORTH LAUDERDALE WATER CONTROL DISTRICT, RELATING TO THE PROVISION OF WATER CONTROL AND DRAINAGE SERVICES, FACILITIES AND PROGRAMS (THE “WATER MANAGEMENT SYSTEM”) WITHIN THE GEOGRAPHICAL BOUNDARIES OF THE DISTRICT; ESTABLISHING THE ESTIMATED ASSESSMENT RATE OF $100.00 FOR WATER MANAGEMENT SYSTEM ASSESSMENTS FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2018; DIRECTING THE PREPARATION OF AN ASSESSMENT ROLL; AUTHORIZING A PUBLIC HEARING AND DIRECTING THE PROVISION OF NOTICE THEREOF; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Florida Legislature enacted Chapter 63-661, Laws of Florida, as amended, which created the North Lauderdale Water Control District (“DISTRICT”) and authorized the imposition of a Water Management System Assessment to fund water control and drainage services, facilities, and programs within the DISTRICT;

WHEREAS, in 1997, the Florida Legislature enacted House Bill 1875 which amended Chapter 63-661, Laws of Florida, as amended, converting the DISTRICT into a “dependant district” as defined in section 189.4041, Florida Statutes; and

WHEREAS, Chapter 2005-316, Laws of Florida, which codified House Bill 1043, amended, reenacted, repealed and codified all previous Chapters relating to the DISTRICT, revised the boundaries and authority of the DISTRICT, confirmed the authority of the DISTRICT to levy non ad valorem special assessments, and provided for several other administrative matters; and,

WHEREAS, as a result of Chapter 2005-316, Laws of Florida, the boundaries of the DISTRICT now includes all property that benefit from the Water Management System operated by the DISTRICT, and therefore can be assessed for the benefits those properties receive from the Water Management System; and,
WHEREAS, the DISTRICT is authorized to impose non-ad valorem special assessments pursuant to section 189.05, Florida Statutes, and the Special Acts; and

WHEREAS, the Board of Supervisors of the DISTRICT finds that the cost of operation for the Water Management System in the DISTRICT during fiscal year 2018-2019 will be $1,226,900; and

WHEREAS, it is fair and reasonable to impose a non-ad valorem special assessment upon specially benefited property within the DISTRICT to fund a portion of the costs of the Water Management System (Water Management Assessment Costs) in the DISTRICT; and,

WHEREAS, the Board of Supervisors determines that such operations, repairs and maintenance of the Water Management System are uniformly required within all Units of the DISTRICT, as each is connected and receive equal benefit through the operations and maintenance of the DISTRICT’S Water Management System; and

WHEREAS, the Board of Supervisors for the DISTRICT finds that there are 11,593 Assessable Units within the DISTRICT.

NOW, THEREFORE, BE IT RESOLVED BY THE DISTRICT:

SECTION 1. RECITALS. The aforementioned WHEREAS clauses are hereby ratified and confirmed as true and correct, and incorporated herein.

SECTION 2. AUTHORITY. This Resolution is adopted pursuant to the provisions of Chapter 63-661, as amended by Chapter 82-273, Laws of Florida, Chapter 94-428, Laws of Florida, House Bill 1875 (adopted in 1997), Chapter 2005-316, Laws of Florida, (collectively, the “Special Acts”), Chapters 189 and 298, Florida Statutes, and other applicable provisions of law.
SECTION 3. PURPOSE AND DEFINITIONS. This Resolution constitutes the Preliminary Rate Resolution which initiates the annual process for imposing the annual special assessments, as authorized in the SPECIAL ACTS and Chapter 189, Florida Statutes, updates the Assessment Roll and directs the re-imposition of Water Management System Assessments for the Fiscal Year beginning October 1, 2018. All capitalized words and terms not otherwise defined herein shall have the meetings set forth in the SPECIAL ACTS, and Chapters 189 and 197, Florida Statutes. Unless the context indicates otherwise, words imparting the singular number include the plural number, and vice versa.

SECTION 4. PROVISION AND FUNDING OF THE DISTRICT'S WATER MANAGEMENT SYSTEM.

(A) Upon the imposition of Water Management System Assessments for water control and drainage services, facilities, and programs against Assessed Property located within the DISTRICT, the DISTRICT shall provide a Water Management System as provided in the SPECIAL ACTS to such Assessed Property. The Assessed Costs for the Water Management System include a portion of any and all costs associated with providing such Water Management System within the DISTRICT, as described in the SPECIAL ACTS.

(B) It is hereby ascertained, determined and declared that each assessable unit located within the DISTRICT will be benefited by the DISTRICT’S provision of a Water Management System in an amount not less than the Water Management System Assessment imposed against such unit, computed in the manner set forth herein, and in the SPECIAL ACTS and Chapters 189 and 286, Florida Statutes.
SECTION 5. IMPOSITION AND COMPUTATION OF WATER MANAGEMENT SYSTEM ASSESSMENTS. Water Management System Assessments shall be imposed upon all assessable units within the District. Water Management System Assessments shall be computed in the manner set forth in the SPECIAL ACT.

SECTION 6. LEGISLATIVE DETERMINATIONS OF SPECIAL BENEFIT, FAIR APPORTIONMENT, AND PARCEL APPORTIONMENT METHODOLOGIES.

(A) Special Benefit: The findings set forth in the SPECIAL ACT, regarding the necessity for the DISTRICT’S Water Management System, are incorporated herein, and provide the requisite special benefit and logical relationship between the Water Management System and real property so as to permit the Water Management System to be funded by non-ad valorem special assessment.

(B) Fair and Reasonable Apportionment: It is fair and reasonable to equally apportion the Assessed Costs of the Water Management System upon the assessed units, as each assessed unit receives equal benefits from the DISTRICT’S Water Management System, and the amount of the assessment on each of the assessed units does not exceed the benefits received by each assessed unit from the DISTRICT’S Water Management System.

(C) Units: Assessable Units shall be calculated on a per acre basis. Each tract or parcel of land within the DISTRICT that is less than one acre shall be assessed as one full acre (one unit). Each tract or parcel of land of more than one (1) acre, which contains a fraction of an acre, shall be assessed at the nearest whole number of acres, a fraction of one-half (1/2) acre or more shall be assessed as a full acre.
SECTION 7. DETERMINATION OF WATER MANAGEMENT SYSTEM ASSESSED COSTS; ESTABLISHMENT OF ANNUAL WATER MANAGEMENT SYSTEM ASSESSMENT RATES.

(A) The Water Management System Assessed Costs to be assessed and apportioned among benefited parcels pursuant to the Cost Apportionment for the Fiscal Year commencing October 1, 2018, is $1,159,300. The Assessable Unit Apportionment for the Fiscal Year commencing October 1, 2018, is $100.00 per Unit. The approval of the Estimated Water Management System Rate Schedule by the adoption of this Preliminary Rate Resolution determines the amount of the Water Management System Assessed Costs. The remainder of such Fiscal Year budget for water control and drainage services, facilities, and programs shall be funded from available DISTRICT revenue other than Water Management System Assessment proceeds.

(B) The estimated Water Management System Assessments specified herein are hereby established to fund the costs of the Water Management System to be assessed in the Fiscal Year commencing October 1, 2018.

(C) The estimated Water Management System Assessments established in this Preliminary Rate Resolution shall be the estimated assessment rates applied by the Broward County Property Appraiser in the preparation of the updated Assessment Roll for the Fiscal Year commencing October 1, 2018 as provided in this Preliminary Rate Resolution.

SECTION 8. ANNUAL ASSESSMENT ROLL.

(A) The Broward County Property Appraiser is hereby directed to prepare, or cause to be prepared, an updated Assessment Roll for the Fiscal Year commencing October 1, 2018, in the manner provided herein and Section 197.3632, Florida Statutes. The updated Assessment Roll
shall include all units within the DISTRICT. The Broward County Property Appraiser shall apportion the estimated Water Management System Costs to be recovered through Water Management System Assessments in the manner set forth in this Preliminary Rate Resolution. A copy of this Preliminary Rate Resolution, the SPECIAL ACT, and the updated Assessment Roll shall be maintained on file in the office of the Agency Clerk of the DISTRICT and open to public inspection. The foregoing shall not be construed to require that the updated Assessment Roll proposed for the Fiscal Year beginning October 1, 2018, be in printed form if the amount of the Water Management System Assessment for each parcel of property can be determined by the use of a computer terminal available to the public.

(B) It is hereby ascertained, determined, and declared that the method of determining the Water Management System Assessments for water control and drainage services as set forth in the SPECIAL ACTS and this Preliminary Rate Resolution is a fair and reasonable method of apportioning the Water Management System Assessed Cost among units of Assessed Property located within the DISTRICT.

SECTION 9. AUTHORIZATION OF PUBLIC HEARING. There is hereby established a public hearing to be held at 6:00 p.m. on September 12, 2018, in City Commission Chambers of North Lauderdale City Hall, 701 Southwest 71st Avenue, North Lauderdale, Florida, at which time the Board of Supervisors of the DISTRICT will receive and consider any comments on Water Management System Assessments from the public and affected property owners and consider imposing Water Management System Assessments for the Fiscal Year beginning October 1, 2018 and conducting the assessments on the same bill as non ad valorem taxes.
SECTION 10. NOTICE BY PUBLICATION. The Clerk of the Board of Supervisors shall publish notice of the public hearing authorized by Section 9 of this Preliminary Rate Resolution in the manner and time provided in section 197.3632(4)(b), Florida Statutes. The notice shall be published no later than August 23, 2018, in substantially the form attached hereto as Appendix A.

SECTION 11. NOTICE BY MAIL. The Broward County Property Appraiser shall ensure that proper and timely notice is provided to the Owners of Assessed Property through the use of the TRIM notices forwarded by the Property Appraiser’s Office to Property Owners within the DISTRICT in a manner consistent with the requirements of section 197.3635, Florida Statutes.

SECTION 12. APPLICATION OF ASSESSMENT PROCEEDS. Proceeds derived by the DISTRICT from the Water Management System Assessments will be utilized for the provision of water control and drainage services, facilities, and programs as authorized in the SPECIAL ACT. In the event there is any fund balance remaining at the end of the Fiscal Year, such balance shall be carried forward and used only to fund water control and drainage services, facilities, and programs.

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SECTION 13. EFFECTIVE DATE.

This Preliminary Rate Resolution shall take effect immediately upon its passage and adoption.

PASSED, ADOPTED, AND APPROVED THIS 26th DAY OF JUNE, 2018.

________________________________
DISTRICT CHAIRPERSON

APPROVED AS TO FORM:

________________________________
DISTRICT SECRETARY

SAMUEL S. GOREN
DISTRICT ATTORNEY

ATTEST:

________________________________
CLERK TO THE BOARD
OF SUPERVISORS
FORM OF NOTICE TO BE PUBLISHED

Published No Later than August 23, 2018

NORTH LAUDERDALE WATER CONTROL DISTRICT

NOTICE OF HEARING TO IMPOSE AND PROVIDE FOR COLLECTION OF WATER MANAGEMENT SYSTEM ASSESSMENTS

Notice is hereby given that the Board of Supervisors for the North Lauderdale Water Control District will conduct a public hearing to consider re-imposing a Water Management Special Assessment for the operation, management and maintenance of the District’s Water Management System within the geographical boundaries of the North Lauderdale Water Control District.

The hearing will be held at 6:00 p.m., on September 12, 2018, in the City Commission Chambers, 701 Southwest 71st Avenue, North Lauderdale, Florida, for the purpose of receiving public comment on the proposed assessments. All affected property owners have a right to appear at the hearing and to file written objections with the Board of Supervisors of the North Lauderdale Water Control District within 20 days of this notice. If
a person decides to appeal any decision made by the Board of Supervisors with respect to any matter considered at the hearing, such person will need a record of the proceedings and may need to ensure that a verbatim record is made, including the testimony and evidence upon which the appeal is to be made. In accordance with the Americans with Disabilities Act, persons needing a special accommodation or an interpreter to participate in this proceeding should contact the Office of the Clerk of the Board of Supervisors, through the North Lauderdale City Clerk’s Office at (954) 597-4706, at least seven days prior to the date of the hearing.

The assessment for each parcel or tract of property will be based upon the total number of assessable units attributed to that parcel or tract, at the amount of $100.00 per assessable Unit. Each parcel or tract of less than one acre will be assessed as a full acre, and any parcel or tract of more than one acre, which contains a fraction of an acre, shall be assessed at the nearest whole number of acres, a fraction of one-half (1/2) acre or more to be assessed as a full acre.

Copies of The Special Acts related to the North Lauderdale Water Control District, the Preliminary Rate Resolution initiating the annual process of updating the Assessment Roll and re-imposing the Water Management System Assessments, and the preliminary Assessment Roll for the upcoming fiscal year are available for inspection at the Office of the Clerk of the Board of Supervisors of the North Lauderdale Water Control District, through the Office of the North Lauderdale City Clerk’s Office, City Hall, located at 701 Southwest 71st Avenue, North Lauderdale, Florida.

The assessments will be collected on the ad valorem tax bill to be mailed in November 2018, as authorized by section 197.3632, Florida Statutes. Failure to pay the assessments will cause a tax certificate to be issued against the property which may result in a loss of title.

If you have any questions, please contact the Finance Director of the North Lauderdale Water Control District, through the Office of the City of North Lauderdale Finance Department at (954) 597-4714, Monday through Friday between 8:00 a.m. and 5:00 p.m.

CLERK OF THE BOARD OF SUPERVISORS OF THE NORTH LAUDERDALE WATER CONTROL DISTRICT