AGENDA

1. INVOCATION AND PLEDGE OF ALLEGIANCE – Commissioner Wood

2. ROLL CALL

   Mayor Ana Ziade
   Vice Mayor Samson Borgelin
   Commissioner Rich Moyle
   Commissioner Lorenzo Wood
   Commissioner Mario Bustamante
   City Manager Ambreen Bhatty
   City Attorney Samuel S. Goren
   City Clerk Patricia Vancheri

3. APPROVAL OF MINUTES
   a. January 29, 2019

4. PRESENTATIONS
   a. Update and Overview of the City’s Investment Portfolio - Glenn Scott, Sr. V.P. Portfolio Management Director, Morgan Stanley

5. PUBLIC DISCUSSION
6. OTHER BUSINESS

a. **RESOLUTION - 2017 Byrne Justice Assistance Grant**

- Motion, second and vote to read
- Attorney reads title
- Staff presentation (Captain Chris McCoy)
- 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 BROWARD SHERIFF’S OFFICE TO RATIFY THE ACCEPTANCE OF THE 2017 JUSTICE ASSISTANCE GRANT (JAG) FUNDS AND THE CITY MANAGER TO SIGN SUCH DOCUMENTS AS MAY BE REASONABLY REQUIRED FOR AVAILABLE JAG FUNDS; 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 - FDOT Community Aesthetic Feature Agreement (CAFA)**

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

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF NORTH LAUDERDALE, FLORIDA, AUTHORIZING THE CITY MANAGER OR HER DESIGNEE TO ENTER INTO THE COMMUNITY AESTHETIC FEATURE AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION TO WRAP TRAFFIC CONTROL BOXES AT ALL LOCATIONS ON STATE ROAD 7 WITHIN THE LIMITS; AND PROVIDING AN EFFECTIVE DATE.
7. REPORTS
   a. Parks and Recreation Update (Mike Sargis)
   b. Flood Plain Update (George Krawczyk)

8. CITY MANAGER COMMENTS
   a. Ceremonial Request to Recognize BSO Deputy
   b. Update on Transportation Surtax
   c. Update on Reimbursement from Natural Resources Conservation Service (NRCS) for Post-Hurricane Irma Canal Cleanup in the amount of $493,166.80
   d. Update on FEMA Hazard Mitigation Grants (HMGP) Programs
      • Retrofit Windows at City Hall and Champions hall - $483,306.75
      • Retrofit Windows, Doors, Roof at Fire Stations 34 & 44 - $740,257.50
      • 3 Portable Generators - $427,500.00
   e. Upcoming Events
      • Thursday, February 14 – 10:00 am – Wreath Laying Ceremony – MSD Remembrance – North Lauderdale Memorial Garden – 6101 Kimberly Blvd
      • Thursday, February 21 – 2:00-5:00 pm – Strategic Planning Workshop
      • Thursday, February 21 – 5:30-7:30 pm – Chamber Event – Wine & Art at Heritage Art Galleries – 3811 NW 49 Street

9. COMMISSION COMMENTS

10. CITY ATTORNEY COMMENTS
   a. Legislative Update

11. ADJOURNMENT

   *CONVENE TO NORTH LAUDERDALE RECREATION FOUNDATION*
CITY OF NORTH LAUDERDALE

COMMISSION MEETING

TUESDAY, JANUARY 29, 2019

WATER CONTROL DISTRICT
(Immediately following regular meeting)

MINUTES

The City Commission met on Tuesday, January 29, 2019 at the Municipal Complex. The meeting convened at 6:01 pm.

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

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

   Mayor Ana M. Ziade
   Vice Mayor Samson Borgelin
   Commissioner Rich Moyle
   Commissioner Lorenzo Wood
   Commissioner Mario Bustamante
   City Manager Ambreen Bhatty
   City Attorney Samuel S. Goren
   City Clerk Patricia Vancheri

3. APPROVAL OF MINUTES

   a. January 15, 2019 – Vice Mayor Borgelin moved to approve. Seconded by Commissioner Moyle. Minutes were unanimously approved.

4. PRESENTATIONS - None

5. PROCLAMATIONS

   a. American Heart Association – Go Red For Women – February 1 – Clerk read Proclamation into the record. Robert Hill, Community Impact Director for the American Heart Association was present to receive the Proclamation and thanked North Lauderdale and its community for participation and reported that North Lauderdale previously received an award for engaging employees for workplace health solutions through the Human Resources Department and the Wellness Committee.
b. The Alliance for Eating Disorders Awareness Week – February 25-March 3
Terri Shermett, Outreach & Education Committee Member for the Alliance for Eating Disorders was present to receive the Proclamation. Ms. Shermett encouraged advocating education in the schools and social services for awareness that this is an issue with children as young as 9 with regard to body image and eating disorders. She also advised that they have an Annual Walk on February 23 at the Sunset Amphitheater in Boca Raton to support this cause and make resources available.

c. National African American History Month – February - Clerk read Proclamation into the record and commented that it is also recognized as Black History Month. Vice Mayor Borgelin reiterated that calling this month the National African American History month risks exclusion of other black persons from other countries that may have made an impact on history. Commissioner Wood asked that this Proclamation be shared with all local schools to recognize the historical events.

6. PUBLIC DISCUSSION

Michael Brown – 7594 SW 5 St - Commented about the Water Control District rate increase on the TRIM notice; the canal tree clearing project and financial funding options such as a municipal bond. Mayor Ziade thanked him for his comments and said she would be happy to meet with him to discuss further.

Jennifer Placide – 7949 Tam O’Shanter Blvd – Vice President of North Lauderdale Panthers Football Program and thanked the City for its support and presented Mike Sargis, Parks and Recreation Director, with a plaque in appreciation from the teams. She commented that the first-time football program won State and they are very proud they represented North Lauderdale well.

7. QUASI-JUDICIAL ITEMS

Note: The Quasi-judicial Items 7(a); 7(b) and 7(c) having been duly advertised were read into the record of the Agenda by City Attorney. At the request of the Applicant, Wawa Florida, Inc. these items were tabled to a time-certain of February 26, 2019 at 6:00 pm.

7105 W. McNab Rd

Variance request from City Code Section 106-222 (e) regarding allowing bollards where bumper guards, wheel stops or continuous curbing are required within a Community Business (B-2) zoning district.

APPLICANT: Bohler Engineering Inc. on behalf of Wawa Florida, Inc.
AN ORDINANCE OF THE CITY OF NORTH LAUDERDALE, FLORIDA, APPROVING AND GRANTING A VARIANCE FROM THE NORTH LAUDERDALE CODE OF ORDINANCES, SECTION 106-222(e) REGARDING THE REQUIRED BUMPER GUARDS, WHEEL STOPS OR CONTINUOUS CURBING; PROVIDING FOR STIPULATIONS AND CONDITIONS; PROVIDING THAT PROVISIONS NOT VARIED BY THIS ORDINANCE REMAIN IN FULL FORCE AND EFFECT; PROVIDING FOR CONFLICTS; AND PROVIDING AN EFFECTIVE DATE.

7105 W. McNab Rd.

Variance request from City Code Section 106-467 (11) to not completely enclose outdoor dining area and to allow access from outside the building within a General Business (B-2) zoning district.

APPLICANT: Bohler Engineering Inc., on behalf of Wawa Florida, Inc.

AN ORDINANCE OF THE CITY OF NORTH LAUDERDALE, FLORIDA, APPROVING AND GRANTING A VARIANCE FROM THE NORTH LAUDERDALE CODE OF ORDINANCES, SECTION 106-467 (11) REGARDING THE DELINEATION OF THE OUTDOOR SEATING AREA BY MEANS OF A BARRIER; PROVIDING FOR STIPULATIONS AND CONDITIONS; PROVIDING THAT PROVISIONS NOT VARIED BY THIS ORDINANCE REMAIN IN FULL FORCE AND EFFECT; PROVIDING FOR CONFLICTS; AND PROVIDING AN EFFECTIVE DATE.

c. SUBJECT: Site Plan SPR 19-01 Wawa Florida, Inc.
7105 W. McNab Rd.

Final site plan review to allow a new auto filling station, convenience store and restaurant within a Community Business (B-2) zoning district.

APPLICANT: Wawa Florida, Inc.

MOTION: To approve the preliminary site plan subject to the seventeen (17) conditions set forth in staff memorandum.

Commissioner Moyle moved to table Items 7(a); 7(b) and 7(c) to a time certain of February 26, 2019 at 6:00 pm. Clerk called roll; Motion approved unanimously
d. SUBJECT: VAR- 19-02 First Haitian Baptist Church  
1350 S. State Road 7  
Second Reading and Adoption: To allow an 8 foot landscape buffer where 10 foot is required and to allow 74 parking spaces where 77 are required.

APPLICANT: First Haitian Baptist Church

Attorney read:

AN ORDINANCE OF THE CITY OF NORTH LAUDERDALE, FLORIDA, APPROVING AND GRANTING VARIANCES FROM THE NORTH LAUDERDALE CODE OF ORDINANCES TO PERMIT AN 8 FOOT WIDE LANDSCAPE BUFFER BETWEEN THE BUILDING AND VEHICULAR ACCESSWAYS OR PARKING, WHERE 10 FEET IS REQUIRED BY SECTION 102-59 “LANDSCAPE INTERIOR AREAS” OF THE CITY CODE OF ORDINANCES; AND TO ALLOW THE PROVISION OF 74 PARKING SPACES WHERE 77 PARKING SPACES ARE REQUIRED BY SECTION 106-223 (12) “PARKING REQUIREMENTS” OF THE CITY CODE OF ORDINANCES; PROVIDING FOR STIPULATIONS AND CONDITIONS; PROVIDING THAT PROVISIONS NOT VARIED BY THIS ORDINANCE REMAIN IN FULL FORCE AND EFFECT; PROVIDING FOR CONFLICTS; AND, PROVIDING AN EFFECTIVE DATE.

All Staff, Applicant and persons present to speak on the item were duly sworn by Attorney Goren. Tammy Reed-Holguin, Community Development Director, presented the item based on backup memorandum. She indicated that this is a second reading to consider approval of two variances to accommodate the new construction of the First Haitian Baptist Church. The variances relate to the parking (a variance of 3 parking spaces) and landscaping (a variance of 2 feet) for the building and the proposed site plan is contingent upon approval of these variances, which were approved on first reading. Staff commented that there are 5 guidelines that all variance requests must meet and with regard to this request for variances Staff finds that it is a minimal request which is not a self-created or economic hardship. Staff recommends Commission’s approval subject to the three (3) conditions outlined in the backup memorandum. McKendy Philippi, representing First Haitian Baptist Church, 7523 Kimberly Blvd had no objections to the conditions as outlined. Commissioner Wood moved to approve VAR 19-02. Seconded by Commissioner Moyle. Clerk called roll; All YES.

ORDINANCE NO. 19-01-1385 PASSED AND APPROVED UNANIMOUSLY

e. SUBJECT: SPR 18-03 Rock Island Villas  
7400 SW 10th Ct  
Folio #: 4941-02-02-0130

Final site plan approval to construct 14 attached units (3 buildings) in a Residential Multi-Family Medium Density (RM-10) zoning district.
APPLICANT: Ragnar Magnusson, Rock Island Partners, LLC.

Attorney Goren read the item. All parties present to speak were duly sworn. Tammy Reed-Holguin, Community Development Director, presented the item based on backup memorandum. She indicated that this item was tabled from the last meeting to a time certain to tonight’s meeting due to a technical issue with the Sun-Sentinel which affected the classified listings. The Applicant is proposing to build 14 units on 1.42 acres of land, which is consistent with the City’s land use plan that designates the property as Residential Medium Density (R-Med), seeking to improve and undeveloped parcel and add market rate rental housing to the City’s housing stock. The proposed dwellings are within three individual single story buildings; each unit having two bedrooms and 2 full bathrooms with an open concept floor plan. The site meets all parking requirements and there is one centralized mail cabinet and a dumpster is included on site for resident’s convenience. The property will have will be landscaped to enhance the features and will have two main entry signs. All access ways are located off SW 10 Court and the existing wood and chain link fences will provide a buffer to all sides of the property. The developer will maintain the property once constructed. At the last meeting, Commission gave direction to ascertain who the owners of the existing fences were and requested the developer look into a legal matter to inure that in the event the property was sold there was adequate safeguards for the continued management and maintenance of the overall site. Ms. Reed-Holguin reported that after research into City and County records, deeds and restrictions, and discussion with residents, it was determined that each individual property owner was responsible for the fences. Therefore, the developer of the new project would not be responsible for the condition, repair or replacement of the existing fences. Additionally, the City’s zoning code does not require a fence or wall between this development and the other developments. Public speaking opened. Patricia Amiel Young, Board Member of Highland Lakes Townhomes Association, and Sheryl Orr, from the property management company, previously sworn, spoke on the item on behalf of all the owners affected by stating they are aware that the fences are privately owned and that their main concern is their privacy and safety during construction. The Applicant, Ragnar Magnusson, duly sworn, reiterated that they are not obligated to put up any fencing. Vice Mayor Borgelin asked if the applicant would be helping the property owners with their fencing. Mr. Magnusson replied that it has been established that the fencing is not on their property and is the responsibility of the homeowners to maintain it. However, he said what they are proposing to do is put up their own fence to butt up against and run the length of the property so they will be very presentable, as they are also concerned about privacy for future residents. Vice Mayor Borgelin asked what type of fence; Mr. Magnusson replied they are exploring options for a nice look which is durable. Ms. Amiel-Young interjected that what the developer proposes with their fencing is a step in the right direction. Commissioner Wood commented that he went and spoke to the homeowners about their concerns once construction starts and asked if temporary mesh fencing can go up between the properties or what would be required. Ms. Reed-Holguin replied that the only fencing that would be required would be a silt fence that is low to the ground. Mr. Magnusson commented that the parcel is fenced in completely now and it will remain up through construction; they will have materials and equipment in there and they want to protect it as well as the neighbors wanting their property to be protected. City Attorney Goren made reference to condition No. 13 in the backup memorandum regarding the fencing and Mr. Magnusson reiterated that he is committing to building a new fence on his property that will abut the townhouses on the south side. Mayor Ziade stated that the determination being made that the
fences are the responsibility of the townhome owners; the applicant agreeing that the current fence will remain during construction and thereafter another permanent fence is planned; that the applicant has addressed and answered what is convenient for both sides. Commissioner Moyle asked if the applicant could build the fence first; Mr. Ragmussom replied that there is landscaping to be removed and more to go in after construction, so it is not feasible at this point. Ms. Amiel-Young asked how long the permitting will take when they want to repair their fences and what is the date when construction is to begin. Mayor Ziade advised her to inquire with the Community Development Department. No further discussion. **Commissioner Wood made a motion to approve the final site plan subject to the thirteen (13) conditions outlined in Staff memorandum.** Seconded by Vice Mayor Borgelin. Clerk called roll; All YES. Motion passed unanimously.

8. **OTHER BUSINESS**

   a. **RESOLUTION – Law Enforcement Trust Fund Purchases**

Commissioner Wood moved to read. Seconded by Vice Mayor Borgelin. Attorney read:

A RESOLUTION OF THE CITY COMISSION OF THE CITY OF NORTH LAUDERDALE, FLORIDA, AUTHORIZING THE CITY ADMINISTRATION AND THE BROWARD SHERIFF’S OFFICE AN EXPENDITURE NOT TO EXCEED $75,191.49, FROM THE LAW ENFORCEMENT TRUST FUND FOR THE PURCHASE OF 20 PORTABLE STOP SIGNS; A STALKER MC360 MOBILE MESSAGE BOARD; VETTER SECURITY SOLUTIONS SPEED TRAILER WITH LPR; TWO STALKER LIDAR UNITS; TWO STALKER DUAL RADARS FOR POLICE VEHICLES; DJI MAVIC 2 ZOOM DRONE; HAMMER STRENGTH LINEAR LEG PRESS; AND HAMMER STRENGTH ISO-LATERAL ROW; AND PROVIDING AN EFFECTIVE DATE.

Chief Chris McCoy presented the item reporting that these monies are seized through criminal enterprises and criminal enforcement which is held in the Law Enforcement Trust Fund that is controlled by the City, and this is a request to use those funds for the purchases outlined in the backup. Chief McCoy explained the items that are requested indicating their purpose and how they will benefit the District employees and officers. **Commissioner Moyle moved to approve the expenditure.** Seconded by Commissioner Wood. Vice Mayor Borgelin asked if the drone is effective at night and if the speed trailers can address the speeding issues to which Captain McCoy replied this drone does not have the capability to operate at night and that kind of camera is much more expensive and he noted that operators of the drones must be certified to handle them. The trailer will post the speed but it is not a camera, however, it collects data as to number of cars and the average speed. City Manager Bhatty interjected that any items purchased with Law Enforcement Trust Funds are the property of the City of North Lauderdale. Vice Mayor Borgelin asked for the fund balance and are these funds available for youth programs. City Manager Bhatty replied approximately $200,000, $75,000 of which will be used for this request. She commented that in the past $5,000 was set aside twice for young resident’s Boys & Girls
Club memberships. Also, she said they would research this as there are specific guidelines as to what these funds can be used for. Commissioner Moyle commented that it is nice to have the license plate reader technology to capture license plates to track stolen cars. Captain McCoy commented that the agency is looking into devices that collect real time data. Commissioner Wood asked if we could get something more permanent than the mobile unit as technology improves. Captain McCoy replied that they will continue to evaluate this to see how effective it is, and perhaps look at buying another unit for other points of entry in the City. Commissioner Wood commented that there is still speeding on the Blvd of Champions even after the calming device was installed, and the tools are needed to catch the folks that are speeding. Mayor Ziade asked about the insurance on the devices. Captain McCoy replied that the agency is self-insured and if it is hit by a car, that owners insurance will be responsible. No further comments. Clerk called roll. All YES.

RESOLUTION NO. 19-01-6589 PASSED AND APPROVED UNANIMOUSLY

b. SUBJECT – The Broadview/Pompano Park 21st Annual Community Bazaar

Vice Mayor Borgelin moved to read. Seconded by Commissioner Wood.

Attorney read:

MOTION: To approve “The Broadview/Pompano Park 21st Annual Community Bazaar”, to be held on Saturday, March 23, 2019, from 2 P.M. to 9:00 P.M. at the Broadview/Pompano Park Community Park subject to the conditions listed in Staff’s memorandum.

Tammy Reed-Holguin presented the item based on staff memorandum. The Broadview/Pompano Park Civic Association is requesting to hold its Annual Bazaar consisting of rides, exhibits and a food drive, at Pompano Park located at 4100 Bailey Road. The event will also include food trucks, a bounce house and a wrestling show. Any mechanical rides will be inspected by the State. The City has been invited to participate in the event by having a booth to display information. The item has been reviewed by Community Development, Parks and Recreation, Fire and BSO, and approval is recommended subject to the seven (7) conditions listed in staff memorandum. Jerry Graziose, President of the Civic Association was present for questions. Commissioner Moyle moved to approve. Seconded by Vice Mayor Borgelin. Mayor Ziade questioned how the event is noticed. Mr. Graziose said all schools are provided with flyers; Parks and Recreation Department puts the information in the newsletter; En USA publishes, as well as other newspapers and radio stations and a variety of communication apps and methods including banners throughout the City. Mr. Graziose explained that this community event started small years ago before being annexed into the City and grew larger. He reported that Pompano Park was built, funded and maintained by the residents in the neighborhood and all 1400 units were assessed. Mr. Graziose commented that he was on the Annexation Committee and one condition was that this event would continue after being annexed into North Lauderdale. He said they appreciate the City’s co-sponsorship since annexation. Mr. Graziose commented that the event does not make any money, but what they do take it the Board decides if they wish to make donations to the City. They also follow all State laws for homeowners associations. Tammy Reed-Holguin interjected that part of the approval is for the City to be a co-sponsor for the event which includes waiving the application fee for the event. No further discussion; Clerk called roll. All YES. Motion passed unanimously.
c. RESOLUTION - East Rock Island Road Wall Project – Additional Work

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

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF NORTH LAUDERDALE, FLORIDA, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN ACCEPTABLE REVISED AGREEMENT WITH PRECAST WALL SYSTEMS INC. IN AN AMOUNT NOT TO EXCEED $43,823.30 DUE TO ADDITIONAL SCOPE OF WORK FOR A NEW BUFFER WALL PROJECT ALONG THE EAST SIDE OF ROCK ISLAND ROAD BRINGING THE TOTAL PROJECT COST TO $384,880.13; AND PROVIDING AN EFFECTIVE DATE.

George Krawczyk, Public Works Director, presented the item based on backup memorandum. He indicated that the wall is currently under construction as part of the City’s beautification project. The project was previously approved in October 2018 and construction began in November, 2018. During the construction of the project, a couple of items came up as outlined in the memorandum, which required additional work and costs resulting in this change order as explained by Mr. Krawczyk, which included adding additional concrete between the sidewalk an wall; additional driveway and gate; repairs to existing sidewalks for ADA compliance and additional painting of the West side wall to match new East Side color. City Manager Bhatty interjected that painting the other wall at this time would be more cost effective and would enhance the aesthetic look of Rock Island Road. Administration and Staff seeks Commission’s approval of the attached resolution authorizing a change order not to exceed $43,823.30 which brings the total cost of the project to $384,880.13. Commissioner Moyle moved to approve. Seconded by Commissioner Wood.

Commissioner Moyle asked if the barrels are gone and what happened to the “No U-Turn” sign. Mr. Krawczyk replied that the barrels will be gone by Friday and the sign disappeared but the MOT vendor will replace it. Commissioner Wood voiced his agreement with the colors and said there are always growing pains with the projects, but thanked staff for their work. Vice Mayor Borgelin asked about the additional driveway. Mr. Krawczyk replied that the initial survey did not go back far enough and when the original plans were drawn it accommodated the FPL poles in the front, but there was a second set of poles which is the point at which the additional driveway had to be added, and it is part of the resident’s signoff. Vice Mayor Borgelin also asked about the force main and if it would have made a difference if it was included in the estimate earlier; Mr. Krawczyk said it would still have been moved over because over the years Rock Island Road was expanded and right at Doral it shifted over. At the first dig it was discovered that the valve went under the sidewalk so it had to be corrected. City Manager Bhatty reiterated that the cost would have been included in the original bid if it were known at that time and would have still been the same cost as in the change order. Mayor Ziade asked if the cones could be moved on the weekends if there is no work being done so the traffic will flow. Mr. Krawczyk said the cones will be moved by Friday. No further discussion; Clerk called roll. All YES.

RESOLUTION NO. 19-01-6590 PASSED AND APPROVED UNANIMOUSLY
d. RESOLUTION - Extension of Audit Agreement with Grau & Associates

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

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF NORTH LAUDERDALE, FLORIDA AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO AMEND THE ORIGINAL AGREEMENT BETWEEN THE CITY OF NORTH LAUDERDALE AND GRAU & ASSOCIATES, FOR ANNUAL AUDITING SERVICES AUTHORIZING THE SECOND EXTENSION OF THE AGREEMENT FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2019 AT A COST NOT TO EXCEED $58,000 RESPECTIVELY; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Susan Nabors, Finance Director, presented the item based on the backup memorandum. She stated that back in March of 2015 the Commission approved a contract with Grau & Associates for three (3) fiscal years which ended on September 30, 2017. The contract contained two (2) one-year options for renewal. The first one-year extension was approved for 2018. Tonight, Staff recommends Commission’s approval of the attached Resolution authorizing extension of the final option which would cover the period through the fiscal year 2019 audit. The audit totals for the last four (4) fiscal years is outlined in the backup memo. Grau & Associates has agreed to maintain their current rates for FY 2019 at a cost not to exceed $58,000. It was noted in the memo that the North Lauderdale Recreation Foundation is also audited by Grau & Associates and that rate will also remain the same, but approval for that is not a part of this Resolution. Commissioner Moyle moved to approve. Seconded by Commissioner Wood. No Commission discussion. Clerk called roll; All YES.

RESOLUTION NO. 19-01-6591 PASSED AND APPROVED UNANIMOUSLY

e. SUBJECT - Purchase of Handicap Accessible Shuttle Bus

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

i. RESOLUTION – Authorizing Purchase not to Exceed $63,000

A RESOLUTION OF THE CITY OF NORTH LAUDERDALE AUTHORIZING THE PURCHASE OF A USED 2016 HANDICAP ACCESSIBLE SCHOOL BUS IN AN AMOUNT NOT TO EXCEED $63,000 FROM THE PARKS AND RECREATION DEPARTMENT CAPITAL BUDGET; AND PROVIDING AN EFFECTIVE DATE.

Mike Sargis, Parks and Recreation Director, presented the item based on backup memorandum. He stated that North Lauderdale has its own fleet of busses which helps offer community services such as senior shopping; evacuations if necessary; and for the large number of recreation programs. The fleet currently has 7 vehicles, one of which is a 1999 passenger shuttle bus which
needs to be replaced as it has exceeded its life cycle. Staff is seeking to purchase a new bus which will have modern safety and black box features. Mr. Sargis reported that the department budgeted $70,000 to replace the bus and stated the purchase options available from Atlantic Bus Sales in Pompano. He said the best choice was a used 2016 bus that was handicap accessible and a better buy. Commissioner Moyle move to approve the purchase. Seconded by Commissioner Wood. No Commission discussion. Clerk called roll; All YES.

RESOLUTION NO. 19-01-6592 PASSED AND APPROVED UNANIMOUSLY

ii. RESOLUTION – Authorizing Surplus and Method of Disposal

Commissioner Wood moved to read. Seconded by Vice Mayor Borgelin.

Attorney read:

A RESOLUTION OF THE CITY OF NORTH LAUDERDALE AUTHORIZING THE SURPLUS AND METHOD OF DISPOSAL OF THE PARKS AND RECREATION DEPARTMENT’S 1999 FORD 25 PASSENGER BUS PR-35; AND PROVIDING AN EFFECTIVE DATE.

Mr. Sargis stated that this bus will be designated surplus and will be auctioned on GovDeals, an online site for the best possible value. No Commission discussion. Clerk called roll. All YES.

RESOLUTION NO. 19-01-6593 PASSED AND APPROVED UNANIMOUSLY

9. REPORTS - None

10. CITY MANAGER COMMENTS

a. Payment Deferral for Federal Government Employees during Shutdown for Utilities and City Programs – This program will be for eligible person affected by this shutdown, although it has been lifted at the time of this meeting, it may go back into effect.

b. Upcoming Events
   1) Saturday, February 9 – 8:00 am – Valentines 5K Fun Run/Walk – Hampton Pines Park
   
   2) Saturday, February 9 – 9:45 am – Dedication Ceremony for Fitness Equipment from Safe Parks and Land Preservation Bond Funds Grant
   
   3) Thursday, February 14 - Marjorie Stoneman Douglas Anniversary Event
11. COMMISSION COMMENTS

Vice Mayor Borgelin:
   a. Application to Request City Ceremonial Items - Vice Mayor Borgelin requested consensus of the Commission for the following recognition at the February 26, 2019 meeting at 6:00 pm and would like to show a short presentation.
      i. Kicia Daniel Johnson – Principal Achievement Award
      ii. To recognize 20 Volunteers for participation in the Pinewood Elementary School MLK Event related to the Broward College Social Behavioral Sciences & Human Services Grant

      • Commented that he has noticed the presence of BSO issuing tickets to speeders
      • Extended compliments from residents for the work done on Kimberly Blvd
      • Commented on dangerous illegal left turns from Mr. Bills area
      • Requested speed bumps for SW 81 Terrace and SW 10 Court

Commissioner Wood:
   • Thanked residents for coming to the meeting tonight
   • Kudos to Ms. Williams and North Lauderdale Elementary for recognition for their Community Grow Garden and for their mentoring and literacy programs
   • Thanked Neil Buckeridge and Public Works for their work and efforts on 441 on Saturday to fix a water main break
   • Commented on the letter of support naming the wings at the Courthouse for the late Skip Campbell and late Judge Thomas Reddick
   • Commented on Public Works and FPL work on projects in the blighted area at SW 10th Court
   • Commented on work down by the Public Works and an HOA for painting of graffiti

Mayor Ziade:
   • Mentioned that residents and business leaders should let the Commission know of events happening in the districts and that they will attend if able
   • Reported that Commissioner Julie Fishman of Tamarac is organizing a group meeting of Commissioners regarding youth and sharing ideas on how cities can help improve student outcomes, build partnerships, address community involvement and look at social issues and is requesting a member of the Commission to attend the meetings; the current meeting is scheduled for February 15, at Tamarac City Hall Room 204, at 10:00 am.
   • Reported on meeting with several community business leaders; reception is good
   • Thanked everyone for attending the meeting
   • Mentioned that the North Lauderdale Tamarac Chamber of Commerce is hosting a Business to Business Expo on Friday, February 1st at the Tamarac Community Center on Commercial Boulevard
12. CITY ATTORNEY COMMENTS

Attorney Goren gave an update on the pending legislative report provided by his office. There are several very key bills including some preemption bills which may potentially take away operational authority from local governments. Also House Bill 265 is a bill that has been re-filed from last year regarding conduct at public meetings, and may preempt the time a person is given to speak on certain matters and burdens Commission to answer questions. There are also some texting while driving Bills that have been drafted, which would make it a primary offense. Also, a repeal of the Red-Light Camera Bill and a Bill regarding poly-styrene straws has been filed. Attorney Goren suggested Commission reviews the report which is submitted by email.

Attorney Goren commented when this meeting adjourns, the Commission will convene to their Water Control District meeting.

13. ADJOURNMENT – There being no further business, the meeting adjourned at 8:51 pm and convened to the North Lauderdale Water Control District meeting.

Respectfully submitted,

Patricia Vancheri, City Clerk
TO: Honorable Mayor and City Commission

THRU: Ambreen Bhatty, City Manager

FROM: Captain Chris McCoy, North Lauderdale District

DATE: January 12, 2019

SUBJECT: 2017 Byrne Justice Assistance Grant

The U.S. Department of Justice announced the award of the 2017 Edward Byrne Memorial Justice Assistance Grant (JAG) Program.

The JAG provides funds to units of local government to underwrite projects that reduce crime and improve public safety. The JAG Program emphasizes local decision making and encourages communities to craft their own responses to local crime and drug problems.

The North Lauderdale District has been awarded $14,109.99 from this funding source through a joint application that was submitted with the Broward Sheriff’s Office (BSO). Please be advised that there will be no financial match required from the City to accept this grant.

The staff is recommending that the 2017 allocation be used for towards reducing Juvenile Crime Issues.

RECOMMENDATION:

The City Administration recommends City Commission’s consideration and approval of the attached resolution authorizing and directing the Broward Sheriff’s Office to ratify the acceptance of the 2017 Justice Assistance Grant (JAG) funds and the City Manager to sign such documents as may be reasonably required for available JAG funds.
RESOLUTION NO.__________________

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF NORTH LAUDERDALE, FLORIDA, AUTHORIZING AND DIRECTING THE BROWARD SHERIFF’S OFFICE TO RATIFY THE ACCEPTANCE OF THE 2017 JUSTICE ASSISTANCE GRANT (JAG) FUNDS AND THE CITY MANAGER TO SIGN SUCH DOCUMENTS AS MAY BE REASONABLY REQUIRED FOR AVAILABLE JAG FUNDS; 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.

NOW, THEREFORE, BE IT RESOLVED by the City Commission of the City of North Lauderdale, Florida, that:

Section 1. That the Broward Sheriff’s Office is hereby authorized to accept the 2017 Byrne Justice Assistance Grant funds in the amount of $14,109.99.

Section 2. That the City Manager, and/or her designee(s) be and the same is hereby authorized and directed to accept and execute such documents as may be reasonably required for available 2017 Byrne Justice Assistance Grant funds with the use of said funds being directly related to law enforcement functions within North Lauderdale Division of the Broward Sheriff’s Office.

Section 3. 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 accept said Byrne Justice Assistance Funds for use within the North Lauderdale Division of the Broward Sheriff’s Office.
Section 4. That this Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED by the CITY COMMISSION of the City of North Lauderdale, Florida this 12th day of February 2019.

APPROVED AS TO FORM:

__________________________________
SAMUEL S. GOREN, CITY ATTORNEY

_______________________________
MAYOR ANA M. ZIADE

_______________________________
VICE MAYOR SAMSON BORGELIN

ATTEST:

_______________________________
PATRICIA VANCHERI, CITY CLERK
This Memorandum of Understanding (MOU) is being executed by the following listed participating agencies (hereinafter “participating agencies”):

Broward Sheriff’s Office (BSO)  City of Hollywood  City of Pembroke Pines
City of Coral Springs  City of Lauderdale Lakes  City of Plantation
City of Dania Beach  City of Lauderhill  City of Pompano Beach
Town of Davie  City of Miramar  City of Sunrise
City of Deerfield Beach  City of North Lauderdale  City of Tamarac
City of Fort Lauderdale  City of Oakland Park
City of Hallandale Beach

Nothing in this MOU should be construed as limiting or impeding the basic spirit of cooperation which exists between the participating agencies, listed above.

WHEREAS, Broward County has been identified as a “disparate” County; and

WHEREAS, the participating agencies have been identified as eligible jurisdictions able to collectively implement the objectives and goals of the Edward Byrne Justice Assistance Grant (hereinafter “JAG”); and

WHEREAS, the participating agencies have formed a working committee and developed a course of action to achieve the goals and objectives of the JAG Program; and

WHEREAS, Broward County has been selected as through this MOU, to receive the grant funds, administer the program and appoint BSO to serve as the fiscal agent for the disbursement of all funds received for the JAG Program; and

WHEREAS, Broward County will enter a formal sub-recipient agreement with BSO with various terms and conditions and BSO will be requiring the participating agencies to enter the same sub-recipient agreement with BSO to properly allow for administration of this grant; and

THEREFORE, in consideration of the mutual terms, conditions, promises, and covenants hereinafter set forth, the participating agencies agree as follows:

**Purpose**

This MOU establishes the relationship between the parties for participation in the FY 2017 Edward Byrne Justice Assistance Grant (JAG) Local Solicitation Grant Program (Award Number 2017-DJ-BX-0823).
Procedures

1. Broward County will serve as the lead agency for the agencies in Broward County, Florida participating in the JAG Program. Pursuant to the JAG Program guidelines, funding for the JAG Program will be provided to BSO.

2. Broward County will enter a sub-recipient grant with BSO to require BSO to administer the grant on behalf of Broward County and BSO will require all participants to enter into a sub-recipient grant with BSO to allow for BSO to properly administer this grant.

3. Broward County shall then disperse the funds to BSO on a reimbursement basis only and BSO will disperse the funds to participate on a reimbursement basis only to the parties in the amounts determined by the JAG Program. For municipalities that currently contract with BSO for law enforcement services, the BSO shall retain the funds for use in the appropriate BSO Districts pursuant to the contracts for law enforcement services.

4. Each party has submitting its own application for their individual JAG Program to the BSO. The BSO Grants Management Office has worked, and will continue to work, in collaboration with Broward County to prepare the single application to include the Program Narrative and Budget Narrative, and Broward County shall submit the application to the Department of Justice.

The grant award to each party is as follows:

<table>
<thead>
<tr>
<th>CITY</th>
<th>AWARD AMOUNT</th>
<th>LESS 8.62% FEE*</th>
<th>ACTUAL AWARD</th>
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<td>CORAL SPRINGS</td>
<td>$16,120.00</td>
<td>$1,389.54</td>
<td>$14,730.46</td>
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<tr>
<td>DANIA BEACH</td>
<td>$12,702.00</td>
<td>$1,094.91</td>
<td>$11,607.09</td>
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<td>TOWN of DAVIE</td>
<td>$19,392.00</td>
<td>$1,671.59</td>
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<td>DEERFIELD BEACH</td>
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<td>$89,000.46</td>
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<td>LAUDERHILL</td>
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<td>$3,127.94</td>
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<td>MIRAMAR</td>
<td>$32,603.00</td>
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<td>NORTH LAUDERDALE</td>
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<td>$14,109.99</td>
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<td>OAKLAND PARK</td>
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<tr>
<td>PEMBROKE PINES</td>
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<td>TAMARAC</td>
<td>$14,108.00</td>
<td>$1,216.11</td>
<td>$12,891.89</td>
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</tbody>
</table>

*The Broward Sheriff’s Office will retain this administrative fee approved by DOJ to cover its administrative costs in acting as the fiscal agent and supplying grant management services under this MOU.

**Term and Termination**

1. This MOU shall remain in effect from October 1, 2016 through September 30, 2020, and its continuation shall be subject to the availability of necessary funding from the JAG Program.

2. A participating agency may withdraw from this agreement at any time by providing thirty (30) days written notice of its intent to withdraw to all other participating agencies.

3. This MOU may be terminated upon the written consent of all parties to this MOU.

**Amendments**

This MOU may be modified at any time upon the written agreement of all of the participating agencies.

**Insurance and Indemnification**

1. Each party agrees to maintain its own comprehensive general liability insurance, professional liability insurance, automobile liability insurance and workers compensation insurance policy or maintain a self-insuring fund for the term of the Agreement in the amounts determined by each party to adequately insure said party’s liability assumed herein, but in no event shall such coverage be less than the amount of statutory waiver of sovereign immunity. The participating agencies agree to provide BSO and/or Broward County within thirty (30) days of entering this Agreement with proof of insurance if requested.

2. Each party shall be responsible for the negligent acts or omissions of their respective employees in accordance with Ch. 768.28, Fla. Stat. and nothing herein shall be deemed a waiver of those protections.
Guidelines

In performing its duties, responsibilities and obligations pursuant to this Agreement, each party agrees to: (i) adhere to the requirement standards set forth in the Office of Justice Programs’ Financial Guide, as amended and Federal OMB Circular A-133, as applicable; and (ii), the special conditions FY 2017 Edward Byrne Justice Assistance Grant (JAG) Local Solicitation Grant Award issued by DOJ (attached hereto and marked as Exhibit A). All participating agencies shall enter into a formal sub-award agreement between BSO as fiscal agent and sub-recipient/sub-grantee and the participating agency as the sub-recipient in a form substantially similar to the form required by Broward County as sub-grantor appointing BSO as fiscal agent and sub-recipient/sub-grantee.

Records

a. Each party understands that any and all records created as a result of participating in this Program may be subject to public disclosure pursuant to the Public Records Statute, Fla. Stat. Section 119.07 and shall be responsible for compliance with any public records request served upon it and any resultant award of attorney’s fees for noncompliance.

b. Each party shall maintain its own respective records and documents associated with MOU sufficient to demonstrate compliance with the terms of this Agreement for a period of five (5) years from the date of execution of the MOU and shall allow BSO and/or Broward County access to such records upon request.

c. Each party, its employees or agents, shall allow access to its records concerning this MOU at reasonable times to BSO and/or Broward County, its employees, and agents. The term “agents” shall include, but is not limited to, auditors retained or employed by BSO and/or Broward County. The term “reasonable” shall be construed according to the individual party circumstances but ordinarily shall mean during normal business hours of 8:00 am to 5:00 pm, local time, Monday through Friday.

d. Upon reasonable notice, the participating agency shall provide BSO and/or Broward County with any additional documentation, information, or reports as may be required by BSO and/or Broward County.

Execution

This agreement may be executed in counterparts each of which shall be deemed an original and all of which together shall be considered one and the same agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]
2017 EDWARD BYRNE JUSTICE ASSISTANCE GRANT MEMORANDUM OF UNDERSTANDING

IN WITNESS WHEREOF, the parties execute this instrument on the date(s) shown below.

BROWARD COUNTY SHERIFF'S OFFICE

By: ________________________________  Date: __________
    Scott J. Israel, Sheriff

Approved as to form and legal sufficiency subject to the execution by the parties:

By: ________________________________  Date: __________
    Ronald M. Gunzburger, General Counsel/Executive Director
    Office of the General Counsel
2017 EDWARD BYRNE JUSTICE ASSISTANCE GRANT MEMORANDUM OF UNDERSTANDING

IN WITNESS WHEREOF, the parties execute this instrument on the date(s) shown below.

CITY OF NORTH LAUDERDALE

[Signature]
Ambreen Bhatti, City Manager

Date: 11/6/18

Approved as to form and legal sufficiency subject to execution by the parties:

[Signature]
City Attorney

Date: 11/7/18
TO: Mayor and City Commission  
FROM: Ambreen Bhatti, City Manager  
BY: George Krawczyk, Public Works/Utilities Director  
Kanya Olivier, Public Works/Utilities Project Manager  
DATE: February 12, 2019  
SUBJECT: FDOT Community Aesthetic Feature Agreement (CAFA)

Due to the positive feedback from City residents regarding the decorative wraps on traffic control boxes within the City and to continue the Beautification Projects along major roadways, the Administration is proposing to extend the traffic box wrap project into right-of-way owned by the State of Florida, Department of Transportation (FDOT) within City boundaries along the State Road 7 (441) corridor. In order to proceed with the project, the City has to enter into a Community Feature Aesthetic Agreement (CAFA) with FDOT and take full responsibility to design, construct, and maintain these wraps on traffic control boxes during their lifespan. These wraps will continue to feature the same design theme that has been used on other boxes within the City.

The Staff is proposing to wrap seven (7) control boxes at the following locations:

- Bailey Road and 441 (East side)
- Broadview and 441 (West side, in front of Army Navy store)
- Broadview 62nd and 441 (East side)
- Prospect and 441 (East side)
- Boulevard of Champions and 441
- Kimberly and 441
- 12th Street and 441

To make certain that the City is in compliance with the CAFA, the Public Works/Utilities Department will ensure that the artwork displayed on the traffic control box remains in good condition at all times.

The maintenance plan includes the following but not limited to:

- Using the proper materials and techniques when maintaining boxes
- Using qualified vendor to print, cut, and apply vinyl
- Vinyl wrapping will be of high quality resolution digital image
- Removing all stickers, posters and graffiti promptly in coordination with Broward County Traffic in a timely manner
- Fixing all vandalized and damages made to box in a timely manner
Tonight, the Administration is requesting approval to wrap traffic control boxes located in FDOT right-of-way along 441 and requesting authorization to enter into the attached Community Aesthetic Feature Agreement as per FDOT requirements for this project.

**RECOMMENDATION:**

The City Administration recommends City Commission’s consideration and approval of the attached Resolution authorizing the City Manager or her designee to enter into the Community Aesthetic Feature Agreement with Florida Department of Transportation to wrap the traffic control boxes at all intersections on State Road 7 within the City limits.
RESOLUTION NO. _________________

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF NORTH LAUDERDALE, FLORIDA, AUTHORIZING THE CITY MANAGER OR HER DESIGNEE TO ENTER INTO THE COMMUNITY AESTHETIC FEATURE AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION TO WRAP TRAFFIC CONTROL BOXES AT ALL LOCATIONS ON STATE ROAD 7 WITHIN THE LIMITS; AND PROVIDING AN EFFECTIVE DATE.

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

Section 1: That the City Commission of the City of North Lauderdale, Florida authorizes the City Manager or her designee to enter into the attached Community Aesthetic Feature Agreement with Florida Department of Transportation to wrap traffic control boxes at various sites within FDOT right-of-way along 441.

Section 2: The City shall ensure compliance with the FDOT Community Feature Aesthetic Agreement requirements.

Section 3: The City Commission approves all traffic boxes on State Road 7 within the City Limits.

Section 4: This Resolution shall take effect immediately upon adoption.

PASSED and ADOPTED by the City Commission of the City of North Lauderdale, Florida, this 12th day of February, 2019.

APPROVED AS TO LEGAL FORM:

______________________________
CITY ATTORNEY SAMUEL S. GOREN

______________________________
MAYOR ANA M. ZIADE

______________________________
VICE MAYOR SAMSON BORGELIN

ATTEST:

______________________________
PATRICIA VANCHERI, CITY CLERK
disclaims all other representations and warranties in connection with the plans, including, but not limited to the integrity, suitability, or fitness for the intended purpose or whether the improvements are constructed in accordance with the plans. The Department's review of the plans does not relieve the Agency, its consultants or contractors of any professional or other liability for the plans. All changes required by the Department shall be made by the Agency and final corrected plans shall be provided to the Department within thirty (30) days.

b. The Agency shall be responsible for locating all existing utilities, both aerial and underground, and for ensuring that all utility locations be accurately documented on the construction plans. All utility conflicts shall be fully resolved directly with the applicable utility. Section 337.403, Florida Statutes, shall determine whether the utility bears the costs of utility work. The Agency shall bear the costs of utility work not required to be borne by the utility by Section 337.403, Florida Statutes.

c. The Agency shall be responsible for monitoring construction operations and the maintenance of traffic ("MOT") throughout the course of the Project in accordance with the latest edition of FDOT Standard Specifications, Section 102. The Agency is responsible for the development of a MOT plan and making any changes to that plan as necessary. The MOT plan shall be in accordance with the latest version of FDOT Design Standards, Index 600 series. Any MOT plan developed by the Agency that deviates from FDOT Design Standards must be signed and sealed by a professional engineer. MOT plans will require approval by the Department prior to implementation.

d. The Agency is responsible for obtaining all permits that may be required by any federal, state, or local agency.

e. Prior to commencing the Project, the Agency shall request a Notice to Proceed from the Department's Construction Project Manager, ______________________, at (____) ______-____-____ or from an appointed designee.

f. The Agency is authorized, subject to the conditions in this Agreement, to enter Department's right-of-way to install the Project (see attached Exhibit "B" Special Provisions). The Parties agree that this Agreement creates a permissive use only. Neither the granting of permission to use Department's right-of-way nor the placing of facilities upon Department's right-of-way shall operate to create or vest any property right in or to the Agency. The Agency shall not acquire any right, title, interest, or estate in the Department's right-of-way, of any nature or kind whatsoever, by virtue of the execution, operation, effect, or performance of this Agreement including, but not limited to, the Agency's use, occupancy or possession of the Department's right-of-way.

g. The Department shall have the right, but not the obligation, to perform independent assurance testing during the course of construction and throughout the maintenance term of the Project. If the Department determines that a condition exists which threatens the public's safety, the Department may, at its discretion, cause the Project to cease and/or immediately have any potential hazards removed from its right-of-way at the sole cost, expense, and effort of the Agency. Should the Agency fail to remove the safety hazard within thirty (30) days, the Department may remove the safety hazard at the Agency's sole cost, expense, and effort.

h. The Agency shall be responsible to ensure that construction of the Project is performed in accordance with the approved construction documents, and that it will meet all applicable federal, state, and local standards and that the work is performed in accord with the Terms and Conditions contained in Exhibit "C".

i. The Agency shall notify the Department a minimum of forty eight (48) hours before beginning the Project within the Department's right-of-way. The Agency shall notify the Department should installation be suspended for more than five (5) working days.

j. Upon completion of the Project, the Agency shall notify the Department in writing of the completion of the installation of the Project. For all design work that originally required certification by a Professional Engineer, the notification shall contain a Responsible Professional's Certification of Compliance, signed and sealed by the responsible professional for the project, the form of which is attached to this
Agreement as Exhibit “E”. The certification shall state that work has been completed in compliance with the Project construction plans and specifications. If any deviations are found from the approved plans, the certification shall include a list of all deviations along with an explanation that justifies the reason to accept each deviation. The Agency and its contractors shall remove their presence, including, but not limited to, all of the Agency or its contractor’s subcontractor’s consultant’s subcontractor’s property, machinery, and equipment from the Department’s right-of-way and shall restore those portions of the Department’s right-of-way disturbed or otherwise altered by the Project to substantially the same condition that existed immediately prior to the commencement of the Project, at Agency’s sole cost and expense.

k. If the Department determines that the Project is not completed in accordance with the provisions of this Agreement, the Department shall deliver written notification to the Agency. The Agency shall have thirty (30) days from the date of receipt of the Department’s written notice to complete the Project and provide the Department with written notice of the same (“Notice of Completion”). If the Agency fails to timely deliver the Notice of Completion, or if it is determined that the Project is not properly completed after receipt of the Notice of Completion, the Department may: 1) provide the Agency with written authorization granting additional time as the Department deems appropriate to correct the deficiency(ies); or 2) correct the deficiency(ies) at the Agency’s sole cost and expense, without Department liability to the Agency for any resulting loss or damage to property, including but not limited to machinery and equipment. If the Department elects to correct the deficiency(ies), the Department shall provide the Agency with an invoice for the costs incurred by the Department and the Agency shall pay the invoice within thirty (30) days of the date of the invoice.

l. Upon completion of the Project, the Agency shall be responsible for the perpetual maintenance of the Project, including all costs. The maintenance schedule shall include initial detect, instantaneous damage and deterioration components. The initial defect maintenance inspection should be conducted, and any required repairs performed during the construction phase. The instantaneous damage maintenance inspection should be conducted sixty (60) to ninety (90) days after placement and is intended to identify short term damage that does not develop over longer time periods. The deterioration maintenance inspection shall be conducted on regular, longer term intervals and is intended to identify defects and damages that occur by naturally occurring chemical, physical or biological actions, repeated actions such as those causing fatigue, normal or severe environmental influences, abuse or damage due to other causes. Deterioration maintenance shall include, but is not limited to, the following services.

m. The Agency shall, within thirty (30) days after expiration or termination of this Agreement, remove the Project and restore the right-of-way to its original condition prior to the Project. The Agency shall secure its obligation to remove the Project and restore the right-of-way by providing a removal and restoration deposit, letter of credit, or performance bond in the amount of $ __________. The removal and restoration deposit, letter of credit, or bond shall be maintained by the Agency at all times during the term of this Agreement and evidence of the deposit, letter of credit, or bond shall be submitted to the Department on an annual basis. A waiver of the deposit, letter of credit, or bond requirement is permitted with approval from the District Maintenance Engineer for those installations with estimated restoration/removal costs less than or equal to $2,000.00.

District Maintenance Engineer, ___________________________ Date: ___________________________

n. The Department reserves its right to cause the Agency to relocate or remove the Project, in the Department’s sole discretion, and at the Agency’s sole cost.
5. **INDEMNITY AND INSURANCE.**

a. The Agency agrees to include the following indemnification in all contracts with contractors, subcontractors, consultants, and subconsultants, who perform work in connection with this Agreement:

"The contractor/subcontractor/consultant/subconsultant shall indemnify, defend, save and hold harmless the State of Florida, Department of Transportation and all of its officers, agents or employees from all suits, actions, claims, demands, liability of any nature whatsoever arising out of, because of, or due to any negligent act or omission or commission of the contractor/subcontractor/consultant/subconsultant, its officers, agents or employees."

b. The Agency shall carry or cause its contractor/subcontractor/consultant/subconsultant to carry and keep in force during the period of this Agreement a general liability insurance policy or policies with a company or companies authorized to do business in Florida, affording public liability insurance with combined bodily injury limits of at least $1,000,000 per person and $5,000,000 each occurrence, and property damage insurance or at least $100,000 each occurrence, for the services to be rendered in accordance with this Agreement. Additionally, the Agency or its contractor/subcontractor/consultant/subconsultant shall require the Department to be an additional insured party on the policy or policies, and shall provide the Department with certificates documenting that the required insurance coverage is in place and effective. In addition to any other forms of insurance or bonds required under the terms of the Agreement, when it includes construction within the limits of a railroad right-of-way, the Agency must provide or cause its contractor to obtain the appropriate rail permits and provide insurance coverage in accordance with Section 7-13 of the Department's current Standard Specifications for Road and Bridge Construction, as amended.

c. The Agency shall also carry or cause its contractor/subcontractor/consultant/subconsultant to carry and keep in force Worker's Compensation Insurance as required by the State of Florida under the Worker's Compensation Law.

6. **NOTICES.** All notices pertaining to this Agreement are in effect upon receipt by either Party, shall be in writing, and shall be transmitted either by personal hand delivery; United States Post Office, return receipt requested; or, overnight express mail delivery. E-mail and facsimile may be used if the notice is also transmitted by one of the preceding forms of delivery. The addresses set forth below for the respective parties shall be the places where notices shall be sent, unless prior written notice of change of address is given.

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

DISTRICT ______ PROGRAM MANAGER

Phone: __________________________
Fax: __________________________

______________________________
COUNTY (OR CITY), FLORIDA

Phone: __________________________
Fax: __________________________
7. **TERMINATION OF AGREEMENT.** The Department may terminate this Agreement upon no less than thirty (30) days notice in writing delivered by certified mail, return receipt requested, or in person with proof of delivery. The Agency waives any equitable claims or defenses in connection with termination of the Agreement by the Department pursuant to this Paragraph 7.

8. **LEGAL REQUIREMENTS.**
   
a. This Agreement is executed and entered into in the State of Florida and will be construed, performed, and enforced in all respects in strict conformity with local, state, and federal laws, rules, and regulations. Any and all litigation arising under this Agreement shall be brought in a state court of appropriate jurisdiction in Leon County, Florida, applying Florida law.
   
b. If any term or provision of the Agreement is found to be illegal or unenforceable, the remainder of the Agreement will remain in full force and effect and such term or provision will be deemed stricken.
   
c. The Agency shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Agency in conjunction with this Agreement. Failure by the Agency to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by the Department.
   
d. The Agency and the Department agree that the Agency, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.
   
e. The Agency shall not cause any liens or encumbrances to attach to any portion of the Department’s right-of-way.

9. **PUBLIC ENTITY CRIME.** The Agency affirms that it is aware of the provisions of Section 287.133(2)(a), Florida Statutes. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.917, Florida Statutes, for CATEGORY TWO for a period of thirty six (36) months from the date of being placed on the convicted vendor list. The Agency agrees that it shall not violate Section 287.133(2)(a), Florida Statutes, and further acknowledges and agrees that any conviction during the term of this Agreement may result in the termination of this Agreement.

10. **UNAUTHORIZED ALIEN.** The Department will consider the employment of unauthorized aliens, by any contractor or subcontractor, as described by Section 274A(e) of the Immigration and Nationalization Act, cause for termination of this Agreement.

11. **NON-DISCRIMINATION.** The Agency will not discriminate against any employee employed in the performance of this Agreement, or against any applicant for employment because of age, ethnicity, race, religious belief, disability, national origin, or sex. The Agency shall provide a harassment-free workplace, with any allegation of harassment given priority attention and action by management. The Agency shall insert similar provisions in all contracts and subcontracts for services by this Agreement.

12. **DISCRIMINATORY VENDOR LIST.** The Agency affirms that it is aware of the provisions of Section 287.134(2)(a), Florida Statutes. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity. The Agency further agrees
that it shall not violate Section 287.134(2)(a), Florida Statutes, and acknowledges and agrees that placement on the list during the term of this Agreement may result in the termination of this Agreement.

13. **ATTORNEY FEES.** Each Party shall bear its own attorney's fees and costs.

14. **TRAVEL.** There shall be no reimbursement for travel expenses under this Agreement.

15. **PRESERVATION OF REMEDIES.** No delay or omission to exercise any right, power, or remedy accruing to either Party upon breach or default by either Party under this Agreement, will impair any such right, power or remedy of either party, nor will such delay or omission be construed as a waiver of any breach or default or any similar breach or default.

16. **MODIFICATION.** This Agreement may not be modified unless done so in a writing executed by both Parties to this Agreement.

17. **NON-ASSIGNMENT.** The Agency may not assign, sublicense, or otherwise transfer its rights, duties, or obligations under this Agreement without the prior written consent of the Department. Any assignment, sublicense, or transfer occurring without the required prior written approval of the Department will be null and void. The Department will at all times be entitled to assign or transfer its rights, duties, or obligations under this Agreement to another governmental agency in the State of Florida, upon giving prior written notice to the Agency. In the event that the Department approves transfer of the Agency's obligations, the Agency remains responsible for all work performed and all expenses incurred in connection with this Agreement.

18. **BINDING AGREEMENT.** This Agreement is binding upon and inures to the benefit of the Parties and their respective successors and assigns. Nothing in this Agreement is intended to confer any rights, privileges, benefits, obligations, or remedies upon any other person or entity except as expressly provided for in this Agreement.

19. **INTERPRETATION.** No term or provision of this Agreement shall be interpreted for or against any party because that party or that party's legal representative drafted the provision.

20. **ENTIRE AGREEMENT.** This Agreement, together with the attached exhibits and documents made a part by reference, embodies the entire agreement of the Parties. There are no provisions, terms, conditions, or obligations other than those contained in this Agreement. The Agreement supersedes all previous communication, representation, or agreement, either verbal or written, between the Parties. No amendment will be effective unless reduced to writing and signed by an authorized officer of the Agency and the authorized officer of the Department or his/her delegate.

21. **DUPLICATE ORIGINALS.** This Agreement may be executed in duplicate originals.

The remainder of this page is intentionally left blank.
AGENCY

______________________________

By: __________________________

Print Name: ____________________

Title: __________________________

As approved by the Council, Board, or
Commission on: __________________

Attest: _________________________

Legal Review: ___________________

City or County Attorney

DEPARTMENT

State of Florida, Department of Transportation

By: __________________________

Print Name: ____________________

Title: __________________________

Date: __________________________

Legal Review: ___________________
EXHIBIT “A”

PROJECT DESCRIPTION

I. SCOPE OF SERVICES

[Provide a description of the improvements proposed within the Department’s right-of-way]

II. PROJECT PLANS

The Agency is authorized to install the Project in accordance with the attached plans prepared by __________________________, P.E./R.L.A./Architect and dated ____________. Any revisions to these plans must be approved by the Department in writing.
EXHIBIT “B”

SPECIAL PROVISIONS
EXHIBIT "C"

TERMS AND CONDITIONS FOR INSTALLATION OF THE PROJECT
EXHIBIT "D"

AGENCY RESOLUTION
EXHIBIT "E"

NOTICE OF COMPLETION AND RESPONSIBLE PROFESSIONAL'S CERTIFICATE OF COMPLIANCE

NOTICE OF COMPLETION

COMMUNITY AESTHETIC FEATURE AGREEMENT

Between

THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

and __________________________

PROJECT DESCRIPTION:

In accordance with the Terms and Conditions of the Community Aesthetic Feature Agreement, the undersigned provides notification that the work authorized by this Agreement is complete as of ___________ , 20___.

By: __________________________
Name: __________________________
Title: __________________________

RESPONSIBLE PROFESSIONAL'S CERTIFICATION OF COMPLIANCE

In accordance with the Terms and Conditions of the Community Aesthetic Feature Agreement, the undersigned certifies that all work which originally required certification by a Professional Engineer has been completed in compliance with the Project construction plans and specifications. If any deviations have been made from the approved plans, a list of all deviations, along with an explanation that justifies the reason to accept each deviation, will be attached to this Certification. Also, with submittal of this certification, the Agency shall furnish the Department a set of "as-built" plans certified by the Engineer of Record.

By: __________________________
Name: __________________________

SEAL:

Name: __________________________
Date: __________________________
City of North Lauderdale
Application to Request City Ceremonial Item

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

Type of Ceremonial Item:

______ Key to the City
XX   Certificate/Plaque
______ Proclamation
______ Commission Letter of Honor

Requested by: City Administration

Purpose of Ceremonial Item:
To recognize Deputy Hamze for being instrumental in coordinating a herculean effort and going above and beyond the call of duty to assist a 65 year old homeless lady by making arrangements to send her to Jamaica to be with her family.

Person Attending Meeting to Receive Ceremonial Item:

Name/Phone Number - Deputy Nazar Hamze – District 15

Commission Meeting Date Requested:  3/12/19

Reason why this Ceremonial Item is deserved:
On January 29th, the Code Supervisor notified BSO about a homeless lady camped with her belongings at 7-11 along McMab Road. Deputy Hamze and Sargent Tom Watkins responded to the call. Deputy Hamze spoke to the lady as he had been involved with her on previous occasions when BSO transported her to the shelters. He was able to get her son’s number, made the call and spoke to the son who was happy to find out that she was alive as the family had lost track of her for some time and were thinking of filing a missing person report. Deputy Hamze asked him if he would come down to take her, and he said that he will not be able make the trip right now. Deputy Hamze asked him if we send her to California, will he take her in and he said yes. However the lady did not want to go to California but said that she would go to Jamaica where she has a house and family. Deputy Hamze called Spirit Airlines and paid for a ticket for her to be on the next earliest flight to Jamaica, which was 2 days away on Thursday. The lady also told him that she has lost her passport. Therefore, Deputy Hamze called the Jamaican Consulate and relayed her story and asked for their help, which they did by issuing the proper documents for her to travel. Then Deputy Hamze paid for her to stay in a hotel for two days and Sargent Watkins and Deputy Hamze took her to the hotel and got her settled in. At some point during these events, the lady pulled a stack of money and insisted to pay Deputy Hamze for the ticket and hotel, which upon her insistence he reluctantly accepted. On Thursday Sargent Watkins and Deputy Hamze took her to the airport where they met with an officer from the Jamaican Consulate and the airport deputy who took over at this point and helped her to board the plane to Jamaica.
Ms. Gretchen Cassini,
Assistant County Administrator - Broward County
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, FL 33301

Good afternoon Ms. Cassini,

Thank you for your continued work on the Transportation Surtax program. As we move towards implementation and project funding, there remain some issues that the City would like the County take into consideration and work with us to resolve:

1. **Community Bus Service Ridership:**
   Many years ago when the City of NL was a part of the County’s Community Shuttle Program, the ridership requirement was 5.6 riders per hour. The City had to discontinue the program as we were unable to meet this threshold and it was becoming expensive for the City to continue the program without County funds. We believe that the current requirement of 7.1 riders is an unfair threshold because of the varying sizes of the cities in Broward County. Larger cities have major employers, business hubs and denser populations that will generate higher ridership than small cities like North Lauderdale. However, that does not negate the need for a community bus service. There are employment and retail centers that generate ridership; just on a smaller scale. Therefore, in this situation” one size fits all” does not work.

To equal the playing field, we request consideration of the following alternatives;

▶ The minimum number of ridership should be based on a sliding scale according to the city population. A city with larger population should have a higher ridership requirement and those with smaller population should have lower ridership requirements. (Over 100,000 population and less than 50,000 could be used as a range).

▶ Another idea for Community Bus Service:
   If a city does not maintain the minimum number of ridership, instead of dropping the service, there should be a mutual or flexible funding program offered to the city. For example, if a city meets 50% of the minimum ridership requirement, the County should just fund 50% of the cost and the city pays 50% of the cost. This will work with all percentages.

▶ If a City is deemed ineligible for the Community Bus Service funding, what is their alternative for accessing their share of Community Bus Service funding coming from this surtax paid by our residents?
2. According to the proposed ILA, only 10% of the surtax revenue over a 30-year period will be
dedicated to municipal projects. There is no clear timeframe as to when during the 30 year
period a project will be funded nor is there any guarantee when the municipal projects currently
listed will be vetted by the MPO. Also, there is no explanation regarding the fluxuation of the
level of municipal funding over the 30-year period according to the 30 year detailed plan
attached to the ILA. Prior to approval of the surtax, it was stated that the only project funded for
municipalities in Year 2019 is the Community Bus Service. It is our understanding now that
although there will be revenue collected in 2019, no projects will be funded until 2020. Please
confirm if this is correct or if projects will be funded in 2019, how will they be selected? If it is
only the bus service to be funded the first year and there is a ridership threshold that is unrealistic
for smaller cities then those will be left out the first year.

3. There appear to be no clear and detailed criteria in the ILA to guide the MPO committee in their
selection of projects. We heard that the MPO and County are still working on their agreement
and expect to have that finished in March 2019. If the ranking criteria are part of that agreement,
we request input in to that process and the opportunity to assess the level of involvement of the
MPO and the coordination with each City. What are the priorities for selection and what is the
ranking system? It was stated at the BCCMA meeting that the ranking system has not yet been
developed but it is anticipated to be in place by September 2019. We request to be a part of the
development of this ranking system. As discussed by other cities during the most recent meeting
of the BCCMA, each City should be allowed to prioritize the projects that will be funded in their
municipality. We also support the recommendation from the BCCMA that maintenance projects
be separated from longer-term and/or new projects so they are not required to go through a
rigorous review process. These projects should not be ranked or prioritized by the MPO; instead
prioritization should come from each City.

The ILA states that there are 709 municipal projects for a total of $2.8 billion dollars. Can all
cities expect to receive funding? How will it be divided? When will their projects be
funded? When will the cities receive an implementation timeline for their individual
projects? They should also be given some guarantee of the share of funding they will
receive. After all, a portion of the surtax will come from their residents and visitors to their City.
We heard at the BCCMA meeting that the initial ranking will be done by the MPO by December
2019 and will be presented to the County Commission in February 2020. What level of
participation will each City have in the process? Will they be allowed to review the ranking prior
to presentation to County Commission and will there be an appeal process?

4. The agreement states that the transportation surtax will enable the advancement of transportation
and premium transit projects identified in the MPO’s Commitment 2045 Metropolitan Plan. We
received the draft of that plan and North Lauderdale has 3 projects that made it on the list. We
request confirmation that these projects will be accelerated and identification of the expected
year of funding.

5. Due to the short timeframe to submit projects prior to the referendum, the City submitted a list of
general types of projects listed below. We request the opportunity to further detail the projects
within each of those broad categories and identify locations and prioritize the projects prior to the MPO ranking of projects.

a. Resurfacing, pavement marking and restriping improvements in two phases
b. Drainage Improvement ( Included in Resurfacing above)
c. Street Lighting - Upgrade and add energy efficient city wide street lights
d. Traffic Calming Devices
e. Sidewalks - Evaluation, repair or replacement throughout City in two phases
f. Sound walls-Addition of standard City sound walls along highly travelled roads

Please advise of the appropriate time and format to submit the detailed projects with costs, priorities and timelines for each of the six categories above. We request adequate notice in order to properly prepare our submittals in enough detail to obtain favorable ranking for long range projects and approval to implement short range, maintenance projects.

Lastly, it has come to our attention that the City of Weston has adopted a Resolution and requested the support of other cities promoting the allocation of surtax revenue based solely on population. While we are in agreement that the local municipalities should have the right to decide their respective local projects and how best to fund them, we are not in agreement that distribution by pro-rata based on population is the fairest mechanism. We recommend that a formula be devised based on several criteria to more fairly distribute the revenue. These criteria should include the age and condition of the infrastructure and the empirically documented need for transportation and infrastructure improvements and at a lower weight, if at all, the population. We request the opportunity to participate in further defining the process and criteria.

I have requested George Krawczyk, Public Works Director (954-597-4756) and Tammy Reed-Holguin, Community Development Director (954-597-4737) to meet with your staff to discuss our concerns, recommendations and proposed projects further. Please advise who is the most appropriate contact person.

We have attempted to outline our concerns in this document in a precise manner. I look forward to our continued work together to address these concerns and implement the infrastructure projects for the benefit of all of our residents in Broward County. Please do not hesitate to contact me at (954) 597-4704 or contact my staff listed above to coordinate a meeting.

Sincerely,

Ambreen Bhatti
City Manager

Cc: Mayor and City Commissioners
   Vice Mayor Dale Holness
   Commissioner Michael Udine
   Bertha Henry, County Manager
   GREG STUART, MPO - EXCHANGE DIR.
THE TAMARAC N. LAUDERDALE CHAMBER PRESENTS

WINE & ART

An After Hours Networking Event

February 21, 2019
5:30pm - 7:30pm

Heritage Art Galleries
3811 NW 49th Street
Tamarac, FL 33309

Enjoy a glass of wine and light bites with your fellow chamber members while immersing yourself in fine art.

Please RSVP for this event:
info@tamaracnorthlauderdale.org

Members $5
Non-Members $10
The City of North Lauderdale
Invites you to join us for a

Wreath Laying Ceremony
to Remember the 17 Soaring Eagles of
Marjory Stoneman Douglas High School

Thursday, February 14, 2019 - 10:00am
North Lauderdale Memorial Garden
6101 Kimberly Blvd. North Lauderdale, 33068

For More Information Please Call 954-724-7061
Mayor Ana M. Ziade, Vice Mayor Samson Borgelin, Commissioner Rich Moyle, Lorenzo Wood, Mario Bustamante
MEETING AGENDA

Tuesday, February 12, 2019
Immediately Following North Lauderdale City Commission Meeting

1. ROLL CALL

   President Ana M. Ziade
   Treasurer Mario Bustamante
   Secretary Lorenzo Wood
   Director Rich Moyle
   Director Samson Borgelin
   Executive Director Michael Sargis
   Foundation Attorney Samuel S. Goren
   Foundation Clerk Patricia Vancheri

2. APPROVAL OF MINUTES
   a. November 27, 2018

3. OLD BUSINESS
   a. Budget Report – Susan Nabors, Chief Financial Officer

4. NEW BUSINESS
   a. Check for Fire/Scholorship Program
      1. Cadet Javann Videau - $1,200.00
      2. Authorize Treasurer Bustamante to sign a check to the Coral Spring Regional Institute for Public Safety in the amount of $1,200
   b. Annual Report Submitted – payment of $70 – Foundation Debit Card
   c. Sponsorship Program

5. BOARD COMMENTS

6. ADJOURNMENT
MEETING MINUTES

Tuesday, November 27, 2018

The North Lauderdale Recreation Foundation met at the Municipal Complex on Tuesday, November 27, 2018. The meeting convened at 6:04.

1. **ROLL CALL** – Clerk took roll. All present.

   - President Vacant
   - Secretary Lorenzo Wood
   - Director Samson Borgelin
   - Foundation Attorney Jacob Horowitz
   - Treasurer Vacant
   - Director Rich Moyle
   - Executive Director Michael Sargis
   - Foundation Clerk Patricia Vancheri

2. **APPROVAL OF MINUTES**
   a. July 10, 2018 - Secretary Wood moved to approve the Minutes. Seconded by Director Borgelin. All were in favor.

3. **OLD BUSINESS**
   a. None

4. **NEW BUSINESS**
   a. Announcement of Resignation
      i. President Jack Brady
      ii. Treasurer Jerry Graziose

   Mike Sargis, Park and Recreation Director advised the North Lauderdale Recreation Foundation Inc. is an independent board separate from the duties of the City Commission as elected officials. The Foundation has its own by-laws and its own Charter. There are two vacancies that need to be filled. He explained that the Commission set themselves up as the board of directors when the Foundation was started. The previous President and Treasurer have resigned and new members need to be appointed. Attorney Horowitz clarified the process and then advised one of the three seated board members will need to make a motion to appoint the other two to join the board.

   b. Appointment of New Members
      i. Ana M. Ziade
      ii. Mario Bustamante

   Secretary Wood moved to appoint Mayor Ziade as a member and as President of the North Lauderdale Recreation Foundation, Inc. and Commissioner Bustamante as a member and as the Treasurer of the North Lauderdale Recreation Foundation, Inc. Director Borgelin seconded the motion. All were in favor.
c. Overview of Foundation/Members Responsibilities

Mr. Sargis reviewed the responsibilities of the North Lauderdale Recreation Foundation, Inc. Members. He advised the members meet nine times per year typically after a Commission meeting. The Treasurer is the signer of all checks and the Foundation has a bank account separate from the city. He indicated that they come before the board members to ask to spend money and after the board members approve it they authorize the Treasurer to sign the check. Mr. Sargis advised as the Executive Director, he is also authorized to sign checks up to the amount of $750 for Foundation business without the board members approval. The only time money is spent without the board’s approval is when the Foundation submits a $75 payment for the annual state report. The board is then notified the annual report when is paid. He requested to add taking all steps to have the Treasurers signature certified to be on file to the motion for President and Treasurer. Clerk took roll. All YES. Mr. Sargis noted that the board members are outside of their Commission roles and they all have a different title under this process.

Mr. Sargis provided an overview of the Foundation. He advised that years ago there was difficulty in getting sponsorship for the Parks and Recreation Department. The Foundation was started in 2007, with the goals of creating a non-profit to go out to solicit sponsorships and grants available to non-profit organizations. He advised the Foundation has been successful and they were able to purchase a new city bus, a new playground and give discounts to residents that join a new city program. The money the Foundation collects is only used for Park and Recreation programs. They recently added a Parks and Recreation Admin, the Fire Chief and a firefighter to the list of people that can solicit contributions. There is also a sponsorship packet that is sent out to solicit contributions. Mr. Sargis reiterated that the Foundation has been successful and they have been able to add a summer reading program and anti-bullying program with the funds they receive through grants and sponsorships. The Foundation provides a monthly update as to where they stand financially. Ms. Bhatty advised she is not a part of the Foundation because she cannot serve in both roles on the board for the Foundation and as the City Manager.

d. Selection of New Officials
   i. President
   ii. Treasurer

The selection of New Officials was heard under item 3b.

5. BOARD COMMENTS – None.

6. ADJOURNMENT - There being no further business the meeting was adjourned at 6:13 pm.

Respectfully submitted,

Patricia Vancheri, Foundation Clerk
Transcribed by Deputy City Clerk, Elizabeth Garcia-Beckford

Board of Directors
Michael Sargis, Executive Director   Vacant, President   Lorenzo Wood, Secretary   Vacant, Treasurer
Board Members Rich Moyle and Samson Borgelin, Samuel S. Goren, Board Attorney
North Lauderdale Recreation Foundation is a 501 3C Registered Not for Profit Corporation