AGENDA

1. INVOCATION AND PLEDGE OF ALLEGIANCE – Acting Mayor Moyle

2. ROLL CALL

   Acting Mayor Rich Moyle
   Commissioner Jerry Graziose
   Commissioner Lorenzo Wood
   Commissioner Samson Borgelin
   City Manager Ambreen Bhatry
   City Attorney Samuel S. Goren
   City Clerk Patricia Vancheri

3. APPROVAL OF MINUTES

   a. October 09, 2018
   b. October 18, 2018

4. PRESENTATIONS

   a. City of North Lauderdale - American Heart Association Workplace Health Solutions Award Recipient - (Robert Hill Jr., MPH, Community Impact Director)

5. PROCLAMATIONS

6. PUBLIC DISCUSSION
7. QUASI-JUDICIAL ITEMS

a. ORDINANCE – First Reading - VAR-18-01 Aldi Florida, LLC
1190 S State Rd 7

Requesting a 5.5 foot side setback whereas a 10 foot side setback is required per Section 106-442 (4) of the City of North Lauderdale business district land development regulation code within a general business (B-3) zoning district.

APPLICANT: Aldi Florida, 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

AN ORDINANCE OF THE CITY OF NORTH LAUDERDALE, FLORIDA, APPROVING AND GRANTING A VARIANCE FROM THE NORTH LAUDERDALE CODE OF ORDINANCES, SECTION 106-442 (4) REGARDING THE REQUIRED 10 FOOT SIDE SETBACK; 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.

b. SUBJECT: Site Plan SPR 18-07Aldi Grocery Store

Preliminary Site Plan approval to construct a grocery store in a General Business (B-3) zoning district.

APPLICANT: Aldi Florida, 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 subject to the eleven (11) conditions set forth in staff memorandum.
8. ORDINANCES SECOND READING

a. **Ordinance – Second Reading - 2018 Fiscal Year End 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 “EXHIBIT A” ATTACHED; PROVIDING FOR CONFLICTS, SEVERABILITY, AND, PROVIDING FOR AN EFFECTIVE DATE.

9. OTHER BUSINESS

a. **ORDINANCE – First Reading – Proposed Fee Schedule Revision (Appendix F)**

Sec. 3 Building Permit and Related Fees (1) General e. Registration Fees

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

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF NORTH LAUDERDALE, FLORIDA, AMENDING APPENDIX F, OF THE CITY OF NORTH LAUDERDALE CODE OF ORDINANCES, ENTITLED "FEES", BY AMENDING ARTICLE I, ENTITLED, "COMMUNITY DEVELOPMENT FEE SCHEDULE", SECTION ENTITLED “BUILDING AND RELATED FEES” TO PROVIDE FOR THE ELIMINATION OF THE FEE FOR CONTRACTOR REGISTRATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR AN EFFECTIVE DATE.
b. **RESOLUTION - Agreement with Broward College to permit Paramedic and Emergency Medical Technician Students to Participate in Educational Programs with the North Lauderdale Fire Rescue Department**

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

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF NORTH LAUDERDALE, FLORIDA, AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH BROWARD COLLEGE, TO ALLOW EMT AND PARAMEDIC STUDENTS TO RIDE WITH THE NORTH LAUDERDALE FIRE RESCUE DEPARTMENT FOR EDUCATIONAL AND TRAINING PURPOSES; AND PROVIDING AN EFFECTIVE DATE.

10. **REPORTS**

   a. Update on Complete Streets and Other Localized Initiatives Program (CSLIP) application to MPO for 81st Avenue project (Tammy Reed-Holguin/George Krawczyk)

11. **COMMISSION COMMENTS**

12. **CITY MANAGER COMMENTS**

   a. **Upcoming Events:**
      - **Saturday, November 17** - Business Give Back 11:30-3:30 PM at Hampton Pines Park
      - **Thursday, November 22** (Thanksgiving day) - 8:00 am in City Hall parking lot
         - Meal give-away - 7 churches requested 697 meals
         - Assistance to load vehicles requested
      - **Saturday, November 24** – Winterfest – Field 4 Jack Brady Sports Complex
      - **Saturday, December 8** – CNL Holiday Parade and Tree Lighting
      - **Saturday, December 8** – Tamarac North Lauderdale Chamber of Commerce Holiday Gala – 7-12 pm
      - **Saturday, December 15** – Grand Opening - NAPA Auto Parts at 1375 S. State Road 7 - 8 am - 6pm with ribbon cutting at 9:00 AM

13. **CITY ATTORNEY COMMENTS**

14. **ADJOURNMENT**
The North Lauderdale City Commission met on Tuesday, October 9, 2018 at the Municipal Complex. The meeting convened at 6:00 p.m.

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

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

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

3. **APPROVAL OF MINUTES**

   a. **September 12, 2018** – Commissioner Graziose moved to approve the Minutes as submitted. **Seconded by Commissioner Wood.** Commissioner Borgelin commented that with regard to Item 6(b) relating to the National Hispanic and Latino Proclamation he objected that no one was present to receive this proclamation. With regard to Item 13 relating to City Manager comments, Commissioner Borgelin was concerned that the minutes do not reflect the names of the two commissioners who exchanged remarks; also he disagreed that there was consensus on the approval of the request for ceremonial items. Discussion ensued regarding those concerns and objections; the timing of the request for ceremonial items and the meaning of consensus. **After discussion Clerk called roll; Commissioner Borgelin – NO; Commissioner Graziose – YES; Commissioner Wood – YES; Mayor Brady – YES; and Vice Mayor Moyle – YES. MINUTES WERE APPROVED ON A 4-1 VOTE; Commissioner Borgelin dissenting.**
4. **PRESENTATIONS**

a. **Recognition of Two Broward Sheriff’s Office 30-Year Employees**
   - Sergeant Thomas Gentile
   - Sergeant Thomas Watkins

Deputy Clerk read the Certificates of Recognition presented to Sergeant Gentile and Sergeant Watkins. Mayor Brady and Commission congratulated the honorees. Captain Chris McCoy also gave a brief history of their careers in law enforcement where they are also dually certified in fire and public safety. These officers are sought after in other districts but choose to remain in North Lauderdale where they are dedicated servants who give 100% to the citizens and businesses.

b. **Fire Department Promotions and Recognition**

Chief Rodney Turpel commented that it is National Fire Prevention Week with a theme of “Look; Listen and Learn – Be Aware; Fire can Happen Anywhere” and said his department is here to serve. He also reiterated that Sgt. Gentile and Sgt. Watkins were firefighters here for many years and that history is very important to remember and thanked them for their service. Chief Turpel highlighted some accomplishments of each one recognized and presented the following firefighters with recognitions and promotions. The honorees were joined by their family members and had photo ops with the Commission.
   - Lt. Edward Monahan to Captain
   - Lt. Esnell Morales to Captain
   - Lt. Javier Rodriguez to Captain
   - Firefighter/Paramedic Alberto Martinez to Lieutenant
   - Fire Explorer Fitz Marrugo for placing 1st in his Fire Academy class
   - NLFR Fire Explorers for coming in 1st & 2nd Place in the Annual Fire Explorers competition

c. **Proposed Amendments – Representative Chris L. Smith**

Senator Chris Smith addressed the Commission and residents indicating that he has served in the Florida House and the Florida Senate, and just served on the Constitutional Revision Commission for the past year and a half. He reported there are three ways to get an item on the ballot to change the constitution; 1) by voter petition (Amendments 3 and 4 got on this way); 2) by legislature voting 2/3 to put on the ballot (Amendments 1, 2 and 5 made it this way); 3) and by being put on by the Constitutional Revision Committee (all other Amendments were put on this way). Florida and two other states are the only states nationwide that have a Charter Revision Committee. Sen. Smith stated that he, along with 36 others appointed by the Governor, the Speaker of the House and the President of the Senate, travel around the state to come up with ideas for placing on the ballot. He said some people were upset on how some of the amendments were bundled together but gave commentary on the pros and cons of each of the proposed Amendments. Sen. Smith suggested that voters call the Supervisor of Elections Office to get a ballot mailed so that they can take their time to review all the different state and local amendments and races on the ballot, as the estimated time is 27 minutes to get through it and vote on the ballot at the polls, after waiting in line, and also suggested reviewing all the information and “cheat sheets” available to become informed before going to the polls.
d. Recognition of Calvin Hughes, News Anchor WPLG Channel 10 (this was presented out of order after public discussion)

Vice Mayor Moyle introduced Calvin Hughes stating he is very articulate in his news broadcast. Mr. Hughes thanked the Commission for honoring him tonight and stated that he enjoys coming to North Lauderdale, as well as the opportunity to serve. He said this has been a hallmark of his career, and as he was often reminded by his late mother, he needs to always stay humble and remember where he came from. City Manager Bhatty said he has adopted our City and Vice Mayor Moyle commented that Mr. Hughes has been to several North Lauderdale events in the capacity of Master of Ceremonies for 9-11 and Grand Marshal for the Holiday Parade and has attended the City employee picnic. Mayor Brady thanked Mr. Hughes as well and is looking forward to seeing him again. City Manager reported that Mr. Hughes has once again agreed to be the Grand Marshal in the Holiday Parade this year. A plaque was presented to Mr. Hughes who also had a photo op with the Commission and residents.

e. Family Central Read-a-Thon Funding Request

Crystal Swinton, Director of the Business and Training Academy of Family Central, addressed the Commission reporting that Family Central serves most of South Florida in Palm Beach, Broward and Miami Dade, by going out to classrooms and providing training to teachers, parents and families; conducting literacy events and hosting festivals in cities. Tonight, Family Central is requesting a donation to host a Community Family Festival in North Lauderdale for families to participate and learn about the benefits of reading and learn strategies on how to engage in reading with their children through different activities. Commissioner Borgelin asked if this event would take place in North Lauderdale. Ms. Swinton replied that based on the donation, an event would be coordinated with the Parks and Rec department. City Manager Bhatty interjected that the donation request for $6,000 was discussed during the workshop held prior to this meeting and if directed, staff would come back with a budget amendment and the event may be made a part of North Lauderdale Days in April. Commissioner Wood asked if they do fund the event at North Lauderdale days, would Family Central continue to follow up this program with the families. Ms. Swinton replied yes. Commissioner Borgelin asked for clarification of the options. City Manager Bhatty explained the Commission could approve the requested donation for a stand-alone event, or Family Central could be a part of a City event. Commissioner Graziose moved to approve Family Central’s event to be part of North Lauderdale Days. Commissioner Wood seconded the motion and made a friendly amendment to the motion to add approval of the full donation request of $6,000 and that the event be held during the citywide event, with an in-depth follow-up with the families. Commissioner Graziose accepted the amendment. No further discussion; Clerk called roll. MOTION PASSED UNANIMOUSLY.

5. PROCLAMATIONS

a. Domestic Violence Awareness Month – October

Clerk read Proclamation into the record. Quayneisha Smith, Prevention Specialist, Women-in-Distress was present and received the Proclamation.
b. National Retirement Security Month
Jennifer Yarmitzky, Human Resource Manager, read the Proclamation into the record. Yolanda Flores, ICMA-RC Retirement Plans Specialist, was present to receive the Proclamation.

c. National School Lunch Week – October 15-19
Commissioner Wood read the Proclamation into the record. Erica Perkins, Jamala Thompson and Susan Holsman from Broward Schools, were present to receive the Proclamation.

d. Florida City Government Week – October 22-28
Commissioner Graziose read the Proclamation into the record.

6. PUBLIC DISCUSSION

Don Schlichtman - 8141 SW 4 Place – Voiced concerns of speeding and requested speed bumps in his location. Vice Mayor Moyle reported that the safety committee which includes the police department is looking into whether it warrants it. He also asked for reduction of his water bill for refilling his pool and discussed sewer charge.

John Queso – 8313 SW 19 Street – Spoke about Burnham Woods Day which is on November 17th, which has been ongoing for 10 years, and two temporary signs they will erect (2x3) to let people in their neighborhood of 213 homes know about the free day for adults and children. City Manager Bhatty discussed the matter with Commissioner Borgelin and she advised Mr. Queso to get in touch with Community Development department regarding the placement of signs. Mr. Queso advised the signs will not be obstructive; will be put up one week before and taken down after the event. Police and Fire department will be there to interact with the residents and also the Broward County Property Appraiser’s office will be there this year. Planet Fitness will also attend and hand out passes to their gym. City Manager Bhatty said to meet with Community Development, BSO or her to go over all the details.

Jeff Elman – 316 SW 76 Terrace - Voiced concerns with busses on his street and with Teleperformance regarding the generators going off from 10am to 10pm. He said the residents have had to go to hotel rooms to get sleep; wanted to know if the generators were permitted and stated whenever the generators go off the residents should be compensated. Vice Mayor Moyle stated he spoke with City Manager about the issue and agreed this should not be going on in a residential area. Mr. Elman also commented that the employees play loud music late at night and that there have also been illegal food trucks there. Vice Mayor Moyle commented that they will be meeting with FPL about the power surges and will work to enforce the noise ordinance and address some other issues and report back. Mr. Elman also stated he has requested a fourth speed bump on the street and the busses have pounded down the speed bumps.

Monique Zilma – Sisters Understanding Naturally (Suns) Foundation – Thanked the Commission for allowing their event a couple months ago. Stated with regard to [City’s Proclamation for] October is Domestic Violence Month, they are holding two events that she wanted to invite the Commission to; 1) Sunday, October 21 – a church service event in Tamarac at the Church of Demonstration Ministry, which will be attended by victims who will provide
information on what they went through and BSO is also invited to speak; 2) a first time event at Jaycee Park for about 15-20 people which is a prayer vigil to release violence in the community on Saturday, Oct. 20th.

7. OTHER BUSINESS

a. RESOLUTION – Appointing Marielle Michel to Code Enforcement Board

Commissioner Graziose moved to read. Seconded by Commissioner Wood.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF NORTH LAUDERDALE, FLORIDA, APPOINTING MICHELLE MICHEL AS A REGULAR MEMBER OF THE NORTH LAUDERDALE CODE ENFORCEMENT BOARD (SPONSORED BY COMMISSIONER BORGELIN); PROVIDING FOR TERM OF OFFICE; AND, PROVIDING AN EFFECTIVE DATE.

Commissioner Graziose made a motion to approve. Seconded by Mayor Brady. Commissioner Borgelin stated that he highly recommends Ms. Michel; is very proud of her professionalism and that he believes she will be an asset to the Code Enforcement Board and the community. No further discussion; Clerk called roll. All YES.

RESOLUTION NO. 18-10-6563 PASSED AND ADOPTED UNANIMOUSLY

b. RESOLUTION – Exercise Equipment – Purchase and Installation of Exercise Equipment at Hampton Pines Park

Commissioner Graziose moved to read. Seconded by Commissioner Wood.

A RESOLUTION OF THE CITY OF NORTH LAUDERDALE AUTHORIZING THE EXPENDITURE OF $28,675.20 FROM THE PARKS AND RECREATION DEPARTMENT’S CAPITAL FUND BUDGET FOR THE PURCHASE AND INSTALLATION OF A NEW EXERCISE STATION FROM EXO FIT OUTDOOR FITNESS EQUIPMENT FOR HAMPTON PINES PARK PIGGYBACKING OFF OF THE CITY OF PORT ST. LUCIE CONTRACT #20180187; AND PROVIDING AN EFFECTIVE DATE.

Mike Sargis, Parks and Recreation Director, presented the item based on backup memorandum. He indicated this is part of the annual maintenance plan. The industry standard for replacement of equipment is 7-10 years, and the equipment to be replaced is 12 years old. The new equipment will be more interactive and ADA compliant; the vendor is local out of Miami and staff has met with the vendor who has some good exercise equipment that comes with warranties on the equipment and parts, and they also provide installation. The equipment is an 11 piece exercise station which will be installed in the old volleyball area at Hampton Pines Park. Mr.
Sargis reported that if this equipment is ordered before Thanksgiving the cost is reduced by 35% due to the company’s promotion. Over the course of the year, this type of equipment is due to be installed in Pompano Park and Jaycee Park. The equipment will be purchased utilizing the Port St. Lucie contract and will be installed within 8 weeks of order. Vice Mayor Moyle asked if this equipment will hold up outside. Mr. Sargis replied that it is designed for outdoors. 

Commissioner Graziose moved to adopt. Commissioner Wood seconded. Commissioner Wood asked if there would be a canopy. Mr. Sargis explained there are two types of cover; the park trees will provide natural shade and the station will have a cover over it and they will decide on the coverage before installation. 

No further discussion; Clerk called roll. All YES.

RESOLUTION NO. 18-10-6564 PASSED AND ADOPTED UNANIMOUSLY

c. RESOLUTION – North Lauderdale Days 2019

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

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF NORTH LAUDERDALE, FLORIDA, ESTABLISHING APRIL 19 THROUGH APRIL 20 AS NORTH LAUDERDALE DAY (S) FOR THE YEAR 2019 IN THE CITY OF NORTH LAUDERDALE; PROVIDING FOR COMPLIANCE WITH THE TERMS, CONDITIONS AND PROVISIONS OF ORDINANCE NO. 81-3-409 WHICH DID CREATE AND ESTABLISH “NORTH LAUDERDALE DAY” AS A DAY TO OCCUR AS A FESTIVE EVENT AND CELEBRATION OF THE CITY OF NORTH LAUDERDALE; AND PROVIDING AN EFFECTIVE DATE.

Mike Sargis, Parks and Recreation Director, presented the item based on backup memorandum. He indicated that by ordinance, the Commission sets the day for this event as in previous years, and a date must be set in order to begin planning the diverse event by seeking food vendors, bands, school participation and entertainment. 
Commissioner Graziose moved to approve April 19 through 20 as North Lauderdale Days. Seconded by Mayor Brady. Commissioner Borgelin asked how does the diverse ethnic groups get notified. Mr. Sargis replied that once the date is set, a “save the date” letter is sent to all restaurants, dance groups and churches. An email blast is sent to all North Lauderdale businesses first and food vendors who also participated last year. Staff reaches out to different groups seeking participants such as Mariachi bands and different types of food vendors. He commented that restaurants do have to have a license to cater. 

No further discussion; Clerk called roll. All YES.

RESOLUTION NO. 18-10-6565 PASSED AND ADOPTED UNANIMOUSLY

d. RESOLUTION – Ratify Addendum to BSO Contract for P25 Radios

Commissioner Graziose moved to read. Seconded by Commissioner Wood.
Attorney read:
A RESOLUTION OF THE CITY OF NORTH LAUDERDALE, FLORIDA, RATIFYING THE ADDENDUM TO THE EXISTING AGREEMENT WITH THE BROWARD SHERIFF’S OFFICE FOR POLICE SERVICES WHICH INCLUDES THE PURCHASE OF P25 RADIOS; AUTHORIZING THE CITY MANAGER OF THE CITY OF NORTH LAUDERDALE, FLORIDA, TO EXECUTE THE AMENDMENT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR EFFECTIVE DATE.

Susan Nabors, Finance Director, presented the item based on backup memorandum. She indicated that at the September 27th Commission meeting, approval was received for a resolution to purchase radios for our Police Department to be compatible with the new Regional 911 system in the amount of $312,632.68. Subsequent to that, the Broward Sheriff’s Office required an Addendum to the existing agreement which was required prior to this meeting which was signed by staff and the attached resolution seeks to ratify that addendum, which solidifies the terms of the agreement between the City and BSO. Commissioner Graziose moved to adopt. Seconded by Commissioner Wood. Commissioner Borgelin complemented Ms. Nabors on her presentation. No further Commission discussion; Clerk called roll. All YES.

RESOLUTION NO. 18-10-6566 PASSED AND ADOPTED UNANIMOUSLY

8. REPORTS

   a. Haunted Hamptons:
      - October 12, 13, 19, 20, 26 & 27 – 7:00 pm – 9:00 pm
      - Halloween Hoopla - October 27 – 11:00 am – 1:00 pm

Mike Sargis reported that this event starts this weekend for six nights, and Halloween Hoopla on Saturday the 27th. The events will draw an estimated crowd of 6,000 to 7,000 people and is funded for $10,000 during the budget process. At those numbers, at $5 per person, the City will collect $30,000 which will be used to fund Winter Fest, the Eggstravaganza Egg Hunt and the Parade without using taxpayer’s dollars.

9. CITY MANAGER COMMENTS

   a. City Manager Annual Review

City Attorney Goren presented the item based on backup memorandum and stated that this annual evaluation is a public review of the City Manager’s performance over the past year in the context of her existing contract, and her service as City Manager for 10 years, and 25th year as a City employee. City Manager Bhatty thanked the City and all the Commission she served over the years for the opportunity to serve. She indicated that she is not seeking any salary increase other than the increase approved by the Commission for all employees. Commissioner Graziose stated he has a good working relationship with the City Manager that he enjoys. Mayor Brady commented that he has a lot of respect for Mrs. Bhatty over the years; she has an open door policy and takes care of any issues immediately; he wouldn’t trade her. Commissioner Wood thanked Mrs. Bhatty and echoed the sentiments that she is quick to respond any time called upon; they have a good working relationship and keep up the good work. Commissioner
Borgelin stated he appreciates the work the City Manager does and respects that it is a tough profession. He asked what evaluation tools and criteria is used to evaluate a City Manager and asked for the City Manager’s Employment Agreement. Vice Mayor Moyle replied that the backup memorandum supports all the accomplishments and things she has done over the last year. He said the contracts of the City Manager, City Attorney and City Clerk are available and can be provided and these are evaluated on a yearly basis. City Manager Bhatty stated that historically, this manner of evaluation has been done; Commission evaluates the performance and is free to comment in public or in private. She stated that a form has never been used because that has not been the will of the sitting Commission even before her time. City Managers were evaluated in a public meeting verbally. City Manager Bhatty stated that if the Commission wants something different, she is open to that. Vice Mayor Moyle commented that the average employ of a City Manager has been 5 years; Mrs. Bhatty has outlived and doubled that and this states the case that she is an excellent City Manager. He said she is very honest; points out things he has not thought of and makes him better understand any issue that is brought to her. Vice Mayor Moyle stated that he appreciates that she is open, smart and on top of every issue that comes before them; she is the best and appreciated very much. City Attorney Goren stated that the Commission has provided their public evaluation of the City Manager as they have done by tradition and practice; end result is that the City Manager has conceded receiving any percentage of increase in compensation. The Commission has an option to increase based on performance and City Manager has waived that opportunity. She has performed the Charter driven obligation for an annual review of her ongoing contract. Commissioner Graziose moved to accept the City Manager’s memorandum and evaluation. Commissioner Wood seconded the motion. Commissioner Borgelin commented that he wanted to know further how one was evaluated because the residents wanted to know. Commissioner Graziose asked to call the question. Comments were exchanged between Commissioner Borgelin and Vice Mayor Moyle. City Attorney Goren interjected that there was a motion on the floor which is under discussion and the Chair can provide the Commissioner who wishes to discuss the motion the time to do so. But, if someone wishes to call the question, which would cut off debate, the Chair would have to rule on that motion. Vice Mayor Moyle asked Commissioner Borgelin to articulate exactly what he is asking for? Commissioner Borgelin reiterated that he was looking for some type of evaluation tool. City Manager Bhatty stated that she was not aware that the Commission was looking for a form that is used for other employee evaluations, as she has not used that form for her evaluation in the past. No further discussion; Clerk called the question. All YES. City Attorney stated that the Commission has accepted the evaluation of the City Manager as contractually and publicly required.

b. City Manager Bhatty reminded the Commission of the following meetings:

i. Economic Development Strategic Plan Workshop on Thursday, October 18, 2018, (3:00 -5:00 pm)

ii. Special Commission Meeting – Final Site Plan Review for Arena Shoppes Expansion immediately following the workshop listed above
10. COMMISSION COMMENTS

a. Discussion and possible motion to draft a resolution in support of the closure of Broward County Schools on Election Day or relocation of voting precincts
Commissioner Graziose commented that at the primary election, some serious security issues were observed with trying to separate students, busses and voters and he would like to support this resolution. There was consensus directing City Attorney to draft the resolution for placement on the next agenda.

Commissioner Graziose:

- Commented on the good job the City and Sign on Time is doing with the wraps on the traffic control boxes. He suggested at the Northwest Council of Elected Officials meeting that the City of North Lauderdale should enter into an Interlocal Agreement with the City of Deerfield Beach, City of Pompano Beach, City of Fort Lauderdale, City of Hollywood, City of Hallandale and the City of Miami Gardens regarding recourse if these wraps are damaged. These cities have sustained expenses for damages by clubs who cover them with posters and a considerable amount of money is spent on these wraps. The Northwest Council was in agreement and this will be followed up with a letter from the NW Council to the Broward League of Cities asking the Broward League of Cities to forward the request to the County to get the Interlocal Agreement out to the cities. Commissioner Graziose asked for consensus from the Commission. Consensus was given. City Attorney stated there was conversation this past year about this but he has not seen the final draft of the countywide Broward County document; however, if the consensus is approved by Commission, where it is legal, he will assist in finding out if the document is in the Broward County Attorney’s office for consideration and/or recommendation. City Attorney Goren did elaborate that there were some territorial issues with Code enforcement going out of city bounds to cite anyone in the absence of statute or law in this regard.

- Commented that special needs shelters still need to be provided with generators based on resolutions started and passed by our City after past hurricanes. The Northwest Council and that the Broward League have discussed sending letters to the State. With regard to the current hurricane season ending on November 30, Broward County Commissioners have allocated close to $300,000 to rent large enough generators in case of an emergency to put at special needs shelters until the State comes up with additional funds to make it permanent.

- Asked for consensus on an ordinance or resolution for pan-handling in intersections. There is a serious problem at Prospect and State Road 7 with daily pan-handling. City Attorney interjected that a similar ordinance was adopted in Pembroke Pines which was litigated in federal court in Miami and appealed through the 11th District Court and Pembroke Pines was successful. City Attorney advised that he could prepare an ordinance, but an independent study would need to be done by the Police Department or an outside resource to be able to justify the issue; research how to implement it and he explained the challenges. Commissioner Graziose said he would like Prospect and State Road 7 looked at. Attorney Goren stated a report would need to be obtained with facts
and circumstances regarding which intersections to implement an ordinance on. City Attorney Goren said he has a model to work from and would be happy to try.

- Stated he sent a message to City Manager about many items in the City that have been found on social media such as crime in the City; people renting rooms and running restaurants in houses. Code has not been able to research this on their computers and would like a computer designated in the City for apps such as “Google” and “Next Door”. Mitch Williams responded that the issue is not the access of the social media, but that an account has to be established in order to participate in the platforms; he will look into it but other items may need to be put into place.

- Asked City Manager to direct staff to do a review of options available for operating the building department other than using Broward County with regard to permits; inspections and electronic scanning for a faster way to get through the process. City Attorney interjected that the City Manager could look at other options, but the Commission could by motion direct an RFP or bidding process to acquire that service. Some discussion ensued regarding the increase in volume of permits and some steps being taken to address the issues. A consensus was given to have the City Manager do an initial review of the options.

b. Florida League of Cities
   - Motion to approve Membership Dues (2018-2019) - $5,516.00
     Commissioner Wood moved to approve remitting membership dues. Seconded by Commissioner Graziose. No Discussion; Clerk called roll. Motion passed UNANIMOUSLY.

c. Broward League of Cities
   - Motion to approve Membership Dues (2018-2019) - $3,668.00
   - Discussion and possible motion to approve additional donation toward the BLC Scholarship Program
     Commissioner Wood moved to approve remitting membership dues including an additional donation toward the scholarship program in the amount of $500.00. Seconded by Mayor Brady. No discussion; Clerk called roll. Motion passed UNANIMOUSLY.

d. Metropolitan Planning Organization
   - Discussion and Motion to approve Contribution Rate (2018-2019) - $3,282.00 - $4,102.00
     Commissioner Graziose moved to approve a contribution in the amount of $3,282.00. Seconded by Commissioner Wood. No discussion; Clerk called roll. Motion passed UNANIMOUSLY.
e. **Request for Ceremonial Items** - Commissioner Borgelin asked for consensus to recognize Pinewood Principal Kicia Daniel based on the submitted request form. There was some discussion regarding some corrections needed on the form and that a certificate might be more in order rather than a key to the city, or a letter of honor to the recipient. Also, discussion ensued regarding all Principals do a very difficult job and one principal should not be singled out. Commissioner Borgelin commented that he will correct the form and resubmit it. City Attorney Goren was asked to read the criteria for the “Key to the City” award from the City’s ordinance regarding ceremonial items. Commissioner Borgelin also inquired as to who issues Proclamations; who is authorized to read them into the record and who can take group pictures.

**Commissioner Borgelin:**
- Stated residents have asked him to follow up regarding more visibility with police patrol at night and with flashing lights in the morning
- Reported that on 81st Avenue close to the Valero gas station and the plaza, there is a business that has illegal drug activities going on there both inside and outside

BSO Captain McCoy gave a report of recent police activity.

11. **CITY ATTORNEY COMMENTS** – None

12. **ADJOURNMENT** – There being no further discussion, the meeting adjourned at 9:39 pm.

Respectfully submitted,

Elizabeth Garcia Beckford, Deputy City Clerk
Transcribed by Patricia Vancheri, City Clerk
The North Lauderdale City Commission met at the Municipal Complex on Thursday, October 18, 2018 for a Workshop. The meeting commenced at 3:00 PM.

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

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

2. **Presentation by Redevelopment Management Associates (RMA) and Commission workshop to review the draft of City’s Economic Development Strategic Plan**

   Tammy Reed-Holguin, Community Development Director presented background information regarding the overall process and the agreement with Redevelopment Management Associates to develop an economic strategy for the city. The RMA met with the Commission individually for input and opportunities within the city and there were public meetings held to obtain input from the residents and business owners. Ms. Reed-Holguin advised that over several months the RMA provided different portions of the plan which included a base study and an analysis of strategic areas which was reviewed with Staff. On October 4, 2018 a draft Comprehensive Economic development strategy plan was provided to the City Commission to review. Ms. Reed-Holguin introduced the firm’s staff which consisted of Economic Development Manager Jenae Valentine, Urban Designer Camillo Lopez and Director of Business Attraction and Marketing Sharon McCormick. Ms. Valentine provided an overview of their process for obtaining in-put, applying their expertise and technical knowledge and presenting the results. She referenced the project timeline overview as provided by Ms. Reed-Holguin, and described meeting with stakeholders, the on line surveys, open houses, and the economic based study compiled from data based on the workforce and the real estate opportunities. She explained the information led to identifying the strategic areas of economic development and the most prominent areas that resources should go
to first and reprioritizing the different areas as seen in the plan. She reviewed the ten goals of the draft Economic Development Strategic plan based on the information in the power point presentation. Ms. Valentine spoke on input received from the Commission with regards to enhancing the shopping plaza, creating a town square, activating the existing gathering spaces and activities for the youth and the young adults as part of the redevelopment plan. She reviewed the designated opportunity zones in strategic areas. Ms. Valentine advised their final presentation and approval is scheduled for City Commission Meeting on October 30, 2018. The Commission provided their comments and ideas in response to the draft Economic Redevelopment strategic plan for redevelopment in different areas in the city. There was discussion on having the City of North Lauderdale included on the County tourist map, working out logistics for certain areas, emphasis on more commercial development along the city’s busiest corridors. There was discussion on how the demographics of the city support a retail component, enhancing existing areas and the implementation of a multi-cultural center to benefit residents. Ms. Valentine thanked the Commission for their time and input. There being no further discussion, the Workshop adjourned at 5:00pm.
CITY OF NORTH LAUDERDALE

SPECIAL MEETING OF CITY COMMISSION

OCTOBER 18, 2018

MINUTES

The North Lauderdale City Commission met at the Municipal Complex on Thursday, October 18, for a Special Meeting. The meeting commenced at 5:03 PM.

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

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

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

3. QUASI-JUDICIAL ITEMS

   Attorney read:

   a. SUBJECT: SPR 18-05 SITE PLAN REVIEW
      Arena Shoppes Expansion
      7210 W. McNab Road

      Final site plan approval to permit redevelopment and expansion of an existing shopping plaza (old Walmart) at 7210 W. McNab Road in a Commercial, General Business, and (B-2) Zoning District.

      APPLICANT: Oscar Rodriguez Jr., Arena Capitol Holdings, LLC.

      MOTION: To approve final site plan SPR 18-05 subject to the sixteen (16) conditions outlined in staff memorandum.
Attorney Goren swore in all members of the public and staff present to speak on the item. Tammy Reed Holguin, Community Development Director, presented the item based on the back up memorandum. She indicated the redevelopment of the site will facilitate the opening of new retailers and restaurants that will provide jobs and create activity that will support other tenants. She presented an overview of the proposed site plan and described the project which includes a covered walkway, outdoor seating with a new freestanding building for restaurants. Ms. Reed-Holguin also explained the required parking calculation. She advised the owners are aware that if at any time in the future the parcels are sold, separated, or under different ownership they would have to have a cross access easement between them so the parking is available to both parcels. She addressed the offsite traffic circulation that will be monitored by BSO. She pointed out the drainage issues with the existing site that Staff has worked with the Applicant to mitigate. Ms. Reed-Holguin stated they received a letter from Broward County Environmental Engineering advising there are no County jurisdictional wetlands but the site does contain regulated surface waters. She indicated the letter does not constitute a waiver of review by the Development Management Division of the Urban Planning and Redevelopment which is the normal process that they go through for permitting. The Applicant has incorporated the color scheme of the existing shopping center and agreed to provide more landscaping features. She stated that there was an updated survey received which shows the wall is on the Applicants property and also shows the adjusted property line. Ms. Reed-Holguin stated they are presenting the item tonight for consideration of the final site plan approval with the 16 conditions. Attorney Dickerson, with the law firm of Duney Miskel, Backman, LLP on behalf of the property owner, agreed to the conditions of approval. He stated they have already complied with Conditions #7, #8, #9 and #14. He thanked staff for working with them. No one spoke during Public Hearing.

Commissioner Graziose moved to approve SPR 18-05 with the 16 conditions. Seconded by Commissioner Wood. Mr. Dickerson confirmed he is appearing on behalf of the Applicant, who has read and reviewed and voluntarily agrees to comply with items 1-16, and those conditions that have not been complied with yet, under a legal authority, under Florida law and ethically to accept these conditions on behalf of the Applicant. Commissioner Graziose thanked Sebastian [the Applicant] for meeting with the Association at Players Place to discuss the wall and landscaping. He mentioned previously discussing a pedestrian crossing on Rock Island Road due to the traffic and emphasized working with the County to have that included as part of the master project. Ms. Ambreen confirmed the request has already been made and they will follow up on the request. No further discussion. Clerk called roll. All YES.

MOTION PASSED.

4. OTHER BUSINESS

   a. RESOLUTION - East Rock Island Road Wall Project – Revised Proposal

Commissioner Graziose moved to read. Seconded by Commissioner Wood.

Attorney read:
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF NORTH LAUDERDALE, FLORIDA, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN ACCEPTABLE REVISED AGREEMENT WITH PRECAST WALL SYSTEMS INC. IN AN AMOUNT NOT TO EXCEED $341,056.80 DUE TO ADDITIONAL SCOPE OF WORK FOR A NEW BUFFER WALL PROJECT ALONG THE EAST SIDE OF ROCK ISLAND ROAD; AND PROVIDING AN EFFECTIVE DATE.

George Krawczyk, Public Works/ Utilities Director presented the item based on the backup memorandum. He indicated the vendor realized that the linear footage of the concrete wall was miscalculated when they started construction. The original drawing provided to the vendor had an incorrect scale causing the difference in quantities. He advised the new quantity of the actual wall footage has been verified. The vendor has submitted a revised proposal with the new length of the wall with the original cost per linear being the same. Mr. Krawczyk explained the differences indicating there is a change in quantity but the original cost per linear foot is the same. Ms. Ambreen also advised the revised proposal is for the additional scope of work and not the pricing. She advised the vendor honored the price they gave the city in 2006 when the other walls were built which is a benefit since the vendor already has the mold for the wall to manufacture the panels. Commissioner Wood moved to adopt. Seconded by Graziose. Commissioner Wood commented mistakes happen and quickly resolving the mistake is a benefit to the residents. Ms. Ambreen indicated the revised cost is still within the budget. No further discussion. Clerk called roll. All YES.

RESOLUTION NO. 18-10-6567

5. COMMISSION COMMENTS

a. National League of Cities
   • Discussion and Motion to approve Membership Dues (2018-2019) – $3,927.39

City Clerk Vancheri presented information for submittal of membership dues for the National League of Cities. Commissioner Wood moved to approve. Seconded by Commissioner Graziose. Vice Mayor Moyle inquired if anyone would be attending the NLC Conference in November in Los Angeles. He commented the last NLC Conference he attended had outstanding workshops and presentations. Commissioner Wood described his experience attending the Florida League of Cities conferences as a benefit to obtaining information that is helpful to use as a guide. Mayor Brady commented that he would like to see a report brought back from anyone who attends the conference. City Clerk Vancheri advised she would provide the upcoming conference information to the Commission. Ms. Ambreen mentioned the prescription discount card that is being marketed which is a benefit to the city residents. No further discussion. Clerk took roll. All YES.

MOTION APPROVED.

b. Amended Ceremonial Item Request (Commissioner Borgelin)
Commissioner Borgelin abandoned his request for a ceremonial item.
6. CITY MANAGER COMMENTS
City Manager Bhatty inquired on the status of the cleaning of the canals. Mr. Krawczyk provided an update.

7. CITY ATTORNEY COMMENTS
Attorney Goren updated on the resolution for the closure of schools which will be on the agenda for the next City Commission meeting on October 30, 2018. He updated on the wraps on the utility boxes with reference to an Interlocal agreement. He advised there is a discussion on a County wide ordinance, with a cross jurisdictional enforcement in connection with what Commissioner Graziose was recommending. Attorney Goren advised on the anti-pan handling ordinance, referencing ordinances in the City of Pembroke Pines and Tamarac with studies conducted. He indicated in order to implement an ordinance you cannot just ban that operation citywide. There needs to be a basis to do so and to regulate within certain parameters. He advised that once the studies conducted are reviewed and discussed a document can be tailored to regulate with a legal basis.

Commissioner Graziose commented on the Taste of Tamarac event. He thanked Tammy Reed-Holguin and Katherine Randall for their work with this event. He stated it was nice to see North Lauderdale businesses present, the city was well advertised and the event was well attended.

Commissioner Wood commented on the upcoming Tamarac North Lauderdale Chamber event at Hampton Pines Park. He also mentioned the Burnham Woods event being held on the same day, indicating he planned to stop at both events.

Mayor Brady thanked the Administrative Staff, Commissioners, and everyone for attending the meeting and their hard work for all the residents.

8. ADJOURNMENT – There being no further business, the meeting was adjourned at 5:33pm.

Respectfully submitted,

Patricia Vancheri, City Clerk
Transcribed by Deputy Clerk Elizabeth Garcia-Beckford
TO: Mayor and City Commission
FROM: Ambreen Bhatti, City Manager
BY: Tammy Reed-Holguin, Community Development Director
DATE: November 13, 2018
SUBJECT: VAR-18-01 Aldi Florida, LLC
1190 S State Rd 7, North Lauderdale

First Reading: Requesting a 5.5 foot side setback whereas a 10 foot side setback is required per Section 106-442 (4) of the City of North Lauderdale business district land development regulation code within a general business (B-3) zoning district.

APPLICANT: Aldi Florida, LLC

Tonight staff is presenting a request for consideration on first reading for a setback variance to accommodate the construction of a new grocery store “Aldi” to be located at 1190 S SR 7. The site plan will be considered later tonight contingent upon approval of the variance.

Background:
PV Nola currently owns the property located at 1190 S SR 7 and they are proposing to build a 22,277 square feet building to house a new Aldi grocery store. The property owner authorized their tenant, Aldi Florida, LLC to request a variance for the side setback on the north end of the property.

The applicant is requesting a 5.5 foot side setback whereas a 10 foot side setback is required by Section 106-442 (4). The request is outlined in the table below:

<table>
<thead>
<tr>
<th>TYPE OF VARIANCE</th>
<th>CODE REQUIREMENTS</th>
<th>PROPOSED</th>
<th>VARIANCE REQUESTED</th>
</tr>
</thead>
<tbody>
<tr>
<td>Section 106-442(4) Side Setbacks</td>
<td>10 ft side property setback</td>
<td>5.5 ft side property setback</td>
<td>4.5ft encroachment into side setback</td>
</tr>
</tbody>
</table>

As you heard back in February 2016, PV Nola purchased the subject property located at 1198 S SR 7 and 1190 S SR 7, a combination of two formerly individually-owned lots. Miami Subs and
Dandy Wheels were located on these lots. Both were demolished. PV Nola redeveloped the southern lots into the Circle K and they are now proposing to construct Aldi grocery store on the remainder of the property. In support of their variance request, the applicant claims that development of the first phase of the project impacted the size of the remaining parcel making it difficult to meet all the Code requirements for the construction of the Aldi. They cited the creation of shared access by both businesses on to SR 7/441, improved site circulation, the accommodation of required landscaping, the requirement of sufficient on-site parking and improved accessibility for emergency vehicles as justification for a variance to the required building side setback. Furthermore the applicant has stressed that the variance is not injurious to the neighborhood or otherwise detrimental to the public welfare.

PV Nola purchased a small strip of land from Phoenix Land Investments, the property owner to their north where Palm Collision operates, in order to expand their lot. This purchase eliminated some parking and the landscape buffer for Palm Collision. Staff determined that Palm Collision still had adequate parking for their business based on the information provided prior to purchase. Staff directed the applicant to work with this adjacent property owner, also a commercial use, to insure compatibility and to minimize the impact on the existing business. Phoenix/Palm Collision provided the attached letter supporting the project and the associated variance. They requested that a 6 foot concrete wall be built from the eastern end of the property on their southern boundary with the western end being a security chain link fence for visibility purposes. Phoenix agrees to maintain the wall and fence in the future.

The Planning and Zoning Board met and heard this item on Wednesday, November 7, 2018. The Board unanimously (4-0) approved both the variance item and site plan. Staff recommended adding variance condition item number 4 at the Planning and Zoning Board hearing. The Board approved this item with the additional condition to make the variance approval tied to the Aldi application and future use of the building once constructed. The applicant agreed to all four conditions.

**ANALYSIS AND FINDINGS**

Section 106-442 (4) of the City Code of Ordinances requires a 10 foot wide side setback between the property line and the building. PV Nola purchased the property as part of a larger development. The southern end of the property has been developed and they now intend to build a grocery store on the north. The 5.5 foot side setback will be used for landscape buffer purposes.

Per the guidelines and criteria contained in Section 106-79 of the City Code, a variance shall not be granted unless the City’s governing body determines the following:

1. That special circumstances exist affecting the land involved preventing the reasonable use of such land.
2. That the circumstances, which cause the hardship, are peculiar to the property, such that they clearly constitute marked exceptions to other properties in the district.
3. That the variance is the minimum variance that will make possible the reasonable use of the property and will not be injurious to the neighborhood or otherwise detrimental to the public welfare.

The applicant has provided the following justification for each of the above criteria:

- The site for the construction of the Aldi is part of a larger land purchase and development that was first used to construct the Circle K.
- Shared access and improved circulation is being provided for both developments
- Moving the building footprint to accommodate the north side setback would further impact the parking, landscaping and existing trees
- The northern property boundary in question is located next to a commercial property and accommodations have been made to buffer their property with the construction of a concrete wall on Phoenix side and landscaping on Aldi’s side.
- The minimum variance is being requested to accommodate the proposed new building.

**RECOMMENDATION:**

This variance application is being brought to the City Commission for review, discussion and motion. If the City Commission concurs with this request and the recommendation of the Planning and Zoning Board, a motion is in order to approve the attached Ordinance on first reading granting the variance subject to the following conditions:

1. That all applicable approvals by the City, County, State and other regulatory agencies be provided to the City of North Lauderdale prior to the issuance of permits.
2. That a final traffic analysis be submitted prior to consideration by City Commission.
3. That the letter from the adjacent property owners to the City supporting the development and the variance and requesting a wall/fence be constructed by the applicant on the southern border of Phoenix’s property and that Phoenix agrees to maintain the wall/fence be made part of the record.
4. That the variance is tied to the Aldi application and future use of the building once constructed.
ORDINANCE NO. ____________________

AN ORDINANCE OF THE CITY OF NORTH LAUDERDALE, FLORIDA, APPROVING AND GRANTING A VARIANCE FROM THE NORTH LAUDERDALE CODE OF ORDINANCES, SECTION 106-442 (4) REGARDING THE REQUIRED 10 FOOT SIDE SETBACK; 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.

WHEREAS, Section 106-442 (4) of the City Code requires a minimum 10 foot side setback between the property line and the building; and

WHEREAS, Thomas Engineering Inc., on behalf of Aldi Florida LLC, has applied for a variance to allow a 5.5 foot side setback where a 10 foot side setback is required; and

WHEREAS, the Planning and Zoning Board recommended consideration of approval of said variance request on November 7, 2018; and

WHEREAS, the City Commission is desirous of granting the requested variance from the requirements of the afore cited Ordinance and associated Zoning Regulations and/or applicable provisions thereof to said legal titleholder(s) as they apply to the property in question.

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

Section 1: That pursuant to an application properly filed for a variance from the requirement of, Section 106-442 (4) of the North Lauderdale Code, variance is and the same are hereby granted from the requirement for the project located at 1190 South State Road 7, North Lauderdale, Florida.

Section 2: That the variance is hereby granted to insure to the benefit of the present and future titleholder(s) to said property.

Section 3: That all other requirements of the North Lauderdale Code of Ordinances and associated zoning regulations are not otherwise varied by the terms of this Ordinance and shall be in full force and effect and fully applicable to the property.

Section 4: That all applicable approvals by the City, County, State and other regulatory agencies are provided to the City of North Lauderdale prior to the issuance of permits and that
the applicant meets all conditions set forth by said regulatory agencies, including but not limited to the City engineer and Broward County Traffic Engineering Department.

Section 5: 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 6: That this Ordinance shall take effect immediately upon adoption.

PASSED on first reading by the City Commission of the City of North Lauderdale, Florida, this 13 day of November, 2018.

PASSED on second reading by the City Commission of the City of North Lauderdale, Florida, this ________day of December, 2018.

APPROVED AS TO FORM:

_________________________________
CITY ATTORNEY SAMUEL S. GOREN

_________________________________
MAYOR

_________________________________
VICE MAYOR

ATTEST:

_________________________________
PATRICIA VANCHERI, CITY CLERK
5.5 foot side setback being requested.
ALDI BUILDING SETBACK VARIANCE JUSTIFICATION NARRATIVE

As you are aware, the law firm of Dunay, Miskel and Backman, LLP ("DMB") represents PV-NOLA, LLC who is the owner of the vacant property located at 1190 S. State Road 7 on the east side of State Road 7 just north of S.W. 12th Street ("Property") within the City of North Lauderdale ("City"), Florida. DMB also represents Aldi Florida, LLC ("Applicant"). The Property consists of +/- 1.83 acres and is identified by the Broward County Property Appraiser as Property Identification/Folio Number 494206160010. The Property has an underlying land use designation of Commercial on the City’s Future Land Use Map and is zoned B-3, General Business. Aldi is proposing to construct a one story +/- 22,277 square foot grocery store on the Property.

In order to accommodate the Aldi development, and provide for the required loading zones, fire access, dumpsters, parking, landscaping and site circulation, a side yard building setback variance on the north side of the property is required. Code Section 106-442(4) of the City’s Code of Ordinances ("Code") requires a side yard building setback of ten (10) feet for commercial properties. The Applicant respectfully requests the following variance:

**Variance from Section 106-442(4) of the City Code to allow for a minimum northern side yard building setback of 5.5 feet in lieu of the ten (10) feet required**

In support of the variance, Applicant will demonstrate that: (1) special conditions and circumstances exist affecting the land, structure or building involved preventing the reasonable use of such land, structure or building; (2) the circumstances which cause the hardship are peculiar to the property, or to such a small number of properties that they clearly constitute marked exceptions to other properties in the district; (3) the literal interpretation of the provisions of this chapter would deprive the applicant of a substantial property right that is enjoyed by other property owners in the district. It is of no importance whatever that the denial of the variance might deny to the property use in a more profitable way, or to sell it at a greater profit than is possible under the terms of this chapter; (4) the hardship is not self-created or the result of mere disregard for, or ignorance of, the provisions of this chapter; and that (5) the variance is the minimum variance that will make possible the reasonable use of the property, and that the variance will be in harmony with the general purposes and intent of this chapter and will not be injurious to the neighborhood, or otherwise detrimental to the public welfare.
There are special conditions that are unique to the Property. The Property shares access and circulation with the adjacent property to the south that is already developed. Strict application of the Code would deprive Applicant of reasonable use of the Property. Applicant is taking a parcel, that is joined with the adjacent parcel to the south, and improving circulation through the Property to ensure adequate access to all areas of the proposed grocery store and adjacent gas station for customers, emergency vehicles and delivery trucks. Additionally, the unified design between the Circle K parcel and the Aldi parcel creates internal cross access and circulation between the two parcels and eliminates additional movements and conflicts entering and exiting 441 that would be created if each parcel had its own ingress and egress to 441. By strictly adhering to the Code, Applicant would not be able to provide such access. Moving the building footprint would further impact proposed parking areas, landscape areas and existing trees. The hardship is not self-created, as Applicant is working with existing conditions caused by the developments surrounding the Property. Granting the variance is necessary for the reasonable use of the Property. Granting the variance is in harmony with the general purpose of this chapter of the Code with respect to building setbacks and landscape buffers. The proposed 5.5 foot northern building side yard setback and accompanying landscape buffer and buffer wall are sufficient to appropriately buffer the Aldi development and the adjacent collision center commercial business to the north.

Further, the variance is not injurious to the neighborhood or otherwise detrimental to the public welfare. As noted above, Applicant is improving the developed site by providing for adequate circulation, buffers and landscaping. The Aldi grocery store is compatible with the development on adjacent properties that generally include community retail and commercial businesses to the north, south and west and will serve the needs of the high-density residential developments in the vicinity of the Property.
PV-NOLA, LLC
2901 Rigsby Lane
Safety Harbor, FL 34695

Letter of Agent Authorization

PV-NOLA, LLC, hereby authorizes the law firm of DUNAY, MISKEL AND BACKMAN, LLP and THOMAS ENGINEERING GROUP to act as its authorized agent, including attendance at any meetings and public hearings necessary in connection with the project located in the City of North Lauderdale.

By:

Print Name: Charles A. Enoz, Jr.
Print Title: Operating Manager
Date: 8/2/18

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was sworn to and acknowledged before me this 2nd day of August, 2018, by Charles A. Enoz, Jr., Operating Manager of PV-NOLA, LLC, as identification.

[NOTARY SEAL]
Letter of Agent Authorization

ALDI FLORIDA, LLC hereby authorizes the law firm of DUNAY, MISKEL AND BACKMAN, LLP and THOMAS ENGINEERING GROUP to act as its authorized agent, including attendance at any meetings and public hearings necessary in connection with the project located in the City of North Lauderdale.

By: [Signature]

Print Name: Christopher [Last Name]

Print Title: Vice President

Date: 8/5/18
October 31, 2018

Tammy Reed-Holguin
Community Development Director
City of North Lauderdale
701 SW 71st Ave.
North Lauderdale, FL 33068

Re: Proposed Development of Aldi Grocery Store located at 1190 S. State Road 7, North Lauderdale (“City”), FL (“Aldi Property”)

Dear Ms. Reed-Holguin:

As you are aware, Phoenix Land Investments, LLC (“Phoenix”) is the owner of the property located just north of the Aldi Property as identified by the Broward County Property Appraiser as Property Identification/Folio Numbers 494206160012, 494206160013 and 494206160014 (“Phoenix Property”). Phoenix understands that Aldi is proposing to construct a one story +/- 22,277 square foot grocery store on the Aldi Property.

On behalf of Phoenix, this correspondence shall serve as notification to the City that Phoenix and Palm Collision understand that there will not be a landscape buffer on the southern boundary of the Phoenix Property; however, Phoenix believes that the five (5) foot Aldi building setback and accompanying landscape buffer along with the wall and fence (described below), that will be located on the northern boundary of the Aldi Property is more than sufficient to properly buffer the Phoenix Property and the Aldi Property. As such, Phoenix fully supports the Aldi site plan as submitted along with the proposed building setback and landscape buffer adjacent to the Phoenix Property.

Additionally, Phoenix understands that a wall and fence, with the wall beginning at the eastern property line and extending West along the southern line of the Phoenix Property for approximately two hundred (200) feet, will be constructed as part of the Aldi development. The wall will be approximately six (6) feet tall by one (1) foot wide, constructed of concrete and/or concrete block with plaster and paint finish. The remainder of the Phoenix Property’s southern property line will be a six (6) foot security type fence continuing to the western property line and will be installed between the Phoenix Property and Aldi Property. This correspondence further acknowledges that Phoenix shall be solely responsible for ongoing maintenance, repair and replacement of the wall and fence once installed.

Please contact the undersigned if you wish to discuss this matter further.

Sincerely,

[Signature]

Kevin Kelley, Manager
Phoenix Land Investments, LLC
1122 S. State Road 7
North Lauderdale, FL 33068
Typical Wall Detail Section:

5.5 foot side setback being requested.

SECTION D-D
1" = 10' SCALE
Tonight we are presenting a preliminary site plan for Aldi Florida, LLC for Commission’s consideration of approval. The applicant is proposing to build a new 22,227 square foot grocery store. The store will occupy a currently undeveloped 1.83 acre lot that is directly abutting the recently developed Circle K to the north. The specific extent of the proposed site plan is detailed in Attachment A and is made a part of this report.

**Background:**
Aldi is expanding their operations in South Florida. The North Lauderdale location will be the most current store prototype building. The store will employ 15-25 people in a variety of jobs and Aldi has stated that they will make every effort to hire locally. Wine and beer will be sold for off-site consumption however, no liquor will be sold. The hours of operation for the grocery store are Monday through Saturday 9 AM till 9 PM and Sunday 9 am – 8 pm.

The proposed use of the parcel is consistent with the Master Business List that allows grocery stores 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 grocery store which addresses some of the need expressed by the Community for more food options.

The City’s professional planners reviewed the site plan and verified that the site meets City Code parking requirements based on the proposed retail use by providing 88 spaces including 4 ADA spaces where according to Section 106-223 (a)(20) of the City Code of Ordinances 85 parking spaces including ADA spaces are required. All parking spaces are provided on site. A variance is required for the side setback on the north side of the building. There is a 5.5 foot setback provided from the columns protruding from the wall where 10 feet are required. There is
a 6.17 foot setback from the flat portions of the wall as depicted in the attached diagram. All other required building setbacks are met. The variance was heard first this evening and the approval of the site plan is contingent upon the variance approval. The applicant has communicated with the adjacent property owner to the north to provide a letter of authorization and maintenance agreement regarding the completion of the development.

There is no direct access to the site from State Road 7/441 on the west or SW 12th Street on the south. The entrance to this site from SR 7/441 is a shared access with the Circle K. As part of the approval for this development, a traffic analysis was requested. At the time of the writing of this memorandum it had not yet been received. Although it is anticipated that the trip generation will not affect SR 7/441, the right turn queuing from SW 12th Street to access 441 would require a traffic study.

In an effort to build a project consistent with the City’s plan for the SR 7/441 Redevelopment Overlay District; staff requested that the applicant include architectural features and a color palette to match or at a minimum complement the Circle K and other buildings to provide a cohesive look for the development. The applicant has met this request as demonstrated in the attached color rendering.

The Development Review Committee met on October 12th, 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 the staff to finalize the site plan.

The Planning and Zoning Board met and heard this item on Wednesday, November 7, 2018. The Board unanimously (4-0) approved both the variance item and site plan, which are contingent upon each other.

**RECOMMENDATION:**

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

1. The applicant shall comply with all 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. 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.

8. 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.

9. 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.

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

11. The applicant is to provide letter of authorization and maintenance agreement from the property owner to the North regarding the completion of the development.
MEMORANDUM OF INTENT

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

From: Dwayne L. Dickerson, Esq.

Date: September 12, 2018

Re: Site Plan Approvals for Aldi Grocery Store

As you are aware, the law firm of Dunay, Miskel and Backman, LLP (“DMB”) represents PVI-NOLA, LLC who is the owner of the property generally located on the east side of State Road 7 just north of S.W. 12th Street (“Property”) within the City of North Lauderdale (“City”), Florida. DMB also represents Aldi Florida, LLC (“Aldi”). The vacant Property consists of +/- 1.83 acres and is identified by the Broward County Property Appraiser as Property Identification/Folio Number 4942061600010. Aldi is proposing to construct a one story +/- 22,277 square foot grocery store on the Property. Along with the assortment of grocery offerings, Aldi provides a variety of beer and wine for off premises consumption only; however, no liquor will be sold in the store. Aldi anticipates employing approximately 15 -25 employees at this store and strives to select its employees from the areas and communities surrounding the store.

The Property is located within the B-3 General Business zoning district, as such, the anticipated Aldi grocery store is a permitted use by right. The proposed hours of operation for the Aldi are as follows:

Monday: 9:00am -9:00pm
Tuesday: 9:00am -9:00pm
Wednesday: 9:00am -9:00pm
Thursday: 9:00am -9:00pm
Friday: 9:00am -9:00pm
Saturday: 9:00am -9:00pm
Sunday: 9:00am -8:00pm

14 S.E. 4th Street, Suite 36, Boca Raton, FL 33432  |  Tel: (561) 405-3300  |  Fax: (561) 409-2341  |  www.dmbllp.com
PV-NOLA, LLC, hereby authorizes the law firm of DUNAY, MISKEL AND BACKMAN, LLP and THOMAS ENGINEERING GROUP to act as its authorized agent, including attendance at any meetings and public hearings necessary in connection with the project located in the City of North Lauderdale.

By: [signature]

Print Name: Charles A. Ernst, Jr

Print Title: Operating Manager

Date: 8/2/18

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was sworn to an acknowledged before me this 22nd day of August 2018, by Charles A. Ernst, Operating Manager of PV-NOLA, LLC, a Florida corporation, on behalf of the corporation. He/She is personally known to me or has provided identification.

Notary Public
State of Florida at Large
My Commission Expires: 12/31/2021

[NOTARY SEAL]
ALDI FLORIDA, LLC
1171 N. State Road 7
Royal Palm Beach, FL 33411

Letter of Agent Authorization

ALDI FLORIDA, LLC, hereby authorizes the law firm of DUNAY, MISKEL AND BACKMAN, LLP and THOMAS ENGINEERING GROUP to act as its authorized agent, including attendance at any meetings and public hearings necessary in connection with the project located in the City of North Lauderdale.

By: 

Print Name: Christopher C. Hoit
Print Title: Vice President
Date: 8/15/10
October 31, 2018

Tammy Reed-Holguin
Community Development Director
City of North Lauderdale
701 SW 71st Ave.
North Lauderdale, FL 33068

Re: Proposed Development of Aldi Grocery Store located at 1190 S. State Road 7, North Lauderdale (“City”), FL (“Aldi Property”)

Dear Ms. Reed-Holguin:

As you are aware, Phoenix Land Investments, LLC ("Phoenix") is the owner of the property located just north of the Aldi Property as identified by the Broward County Property Appraiser as Property Identification/Folio Numbers 494206160012, 494206160013 and 494206160014 ("Phoenix Property"). Phoenix understands that Aldi is proposing to construct a one story +/- 22,277 square foot grocery store on the Aldi Property.

On behalf of Phoenix, this correspondence shall serve as notification to the City that Phoenix and Palm Collision understand that there will not be a landscape buffer on the southern boundary of the Phoenix Property; however, Phoenix believes that the five (5) foot Aldi building setback and accompanying landscape buffer along with the wall and fence (described below), that will be located on the northern boundary of the Aldi Property is more than sufficient to properly buffer the Phoenix Property and the Aldi Property. As such, Phoenix fully supports the Aldi site plan as submitted along with the proposed building setback and landscape buffer adjacent to the Phoenix Property.

Additionally, Phoenix understands that a wall and fence, with the wall beginning at the eastern property line and extending West along the southern line of the Phoenix Property for approximately two hundred (200) feet, will be constructed as part of the Aldi development. The wall will be approximately six (6) feet tall by one (1) foot wide, constructed of concrete and/or concrete block with plaster and paint finish. The remainder of the Phoenix Property’s southern property line will be a six (6) foot security type fence continuing to the western property line and will be installed between the Phoenix Property and Aldi Property. This correspondence further acknowledges that Phoenix shall be solely responsible for ongoing maintenance, repair and replacement of the wall and fence once installed.

Please contact the undersigned if you wish to discuss this matter further.

Sincerely,

[Signature]

Kevin Kelley, Manager
Phoenix Land Investments, LLC
1122 S. State Road 7
North Lauderdale, FL 33068
FINANCE DEPARTMENT
MEMORANDUM

To: Honorable Mayor and City Commission

From: Ambreen Bhatti, City Manager

By: Susan Nabors, Finance Director

Date: November 13, 2018

Subject: Second Reading: 2018 Fiscal Year End Budget Amendment

Background:

The City ended Fiscal Year (FY) 2018 on September 30, 2018 and has the need to make a few budget adjustments to put the final FY 2018 budget in line with actual expenditures. The Finance Department has prepared the recommended changes based upon estimated expenses that apply to FY 2018. The City’s FY 2018 budget plan was achieved and the unaudited year-end operations are in good financial condition. Per Florida Statutes, the City has 60 days from the close of the fiscal year to amend the budget and two readings are required. The Commission approved the first reading of this ordinance on October 30, 2018.

Expenditure Analysis:

GENERAL FUND:
A budget amendment is necessary for the Public Works Department as majority of Hurricane Irma expenses were recorded in the Public Works Department. The largest cost was for the citywide debris removal, hauling and monitoring of the process. The Hurricane Irma expenses were unexpected and therefore unbudgeted and caused an over-budget condition in the Public Works Department. The total hurricane related expenses in Public Works department were around $2.6 million. However, some unspent funds in other line items within the Public Works Department budget will offset some of these unbudgeted hurricane expenses and a net adjustment needed is only in an amount of $950,000. The City’s previously designated Fund Balance for disasters will be used to cover this amendment. Once the City receives the Hurricane expenditure related reimbursements from FEMA, those funds will replenish Fund Balance.

Please be advised that the City has submitted documentation to FEMA seeking reimbursement for eligible costs pertaining to Hurricane Irma. The reimbursement process is long and tedious and numerous emails and conversations are still taking place to satisfy FEMA on the expenses. To date, the City has not received any funds from FEMA for Hurricane Irma but has requested approximately $2.0 million in reimbursements. Reimbursements from FEMA are expected to come in during FY 2019.
A budget amendment is necessary for the Community Development Department due to higher inspection expenses resulting from higher permitting volume. The higher inspection costs caused an over-budget condition in the Community Development Department in an estimated amount of $375,000. On a positive note, the permitting revenue is also higher which offsets the additional expenses. Permitting revenue in FY 2018 reached $1,208,286, the highest level ever seen by the City and equivalent to an 8% increase over FY 2017. During FY 2018, 3,107 of permits were issued.

**WATER CONTROL DISTRICT FUND:**
On September 12, 2018, City Commission approved Resolution 18-09-6555 authorizing an additional $100,000 of contingency for the costs associated with the Hurricane Irma canal clearing project. Out of this $100,000 expense, the City will request $75,000 in reimbursement from NRCS. The remaining, ineligible expenses, $25,000 will need to be covered by the Water Control District Fund Balance. At the September 12, 2018 meeting, City Commission was notified the budget amendment would be brought back as part of the year-end budget amendment and is thus included herein.

**DEBT SERVICE FUND:**
The Debt Service Fund accounts for the principal and interest payments on our outstanding bonds. Every five years, and at the end of the bond term, the City is required to have our bond consultant prepare an arbitrage report to verify the Fund is appropriately funded, debt service payments are made, and the use of the bond funds satisfies the tax exempt status of the bond issuance. In FY 2018, an arbitrage report was required. The expense for the report preparation was unbudgeted and caused an over-budget condition at the Fund level. There is sufficient Fund Balance in the Debt Service Fund to cover the additional expense of $4,125 and the amendment increases the expense and the appropriation of Fund Balance to cover it.

**RECOMMENDATION:**
The Administration recommends Commission’s 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 amend 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 “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 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 30th day of October 2018.

PASSED on second reading by the City Commission of the City of North Lauderdale this 13th day of November 2018.

APPROVED AS TO FORM:

_______________________________
CITY ATTORNEY SAMUEL GOREN

________________________________________
ACTING MAYOR RICH MOYLE

ATTEST:

_____________________________________
PATRICIA VANCHERI CITY CLERK
### GENERAL FUND

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<tr>
<th>ORG</th>
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**TOTAL GENERAL FUND**

$ 1,325,000.00  $ 1,325,000.00

### WATER CONTROL DISTRICT FUND

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**TOTAL WATER CONTROL DISTRICT FUND**

$ 25,000.00  $ 25,000.00

### DEBT SERVICE FUND

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**TOTAL DEBT SERVICE FUND**

$ 4,125.00  $ 4,125.00
Tonight we are presenting an Ordinance for consideration on first reading to amend the City’s fee schedule related to building permits. Per Florida Statute, the City can no longer charge a fee for contractors registering to do business in our City.

Background:
House Bill 535 eliminated the ability of municipalities to assess a fee associated with providing proof of licensure; recording or filing a license; providing, recording or filing evidence of workers’ compensation insurance coverage. These are all documents required for contractors to register to work within our municipality. The City currently charges $10.00 to process these documents and register the contractor within the MUNIS system. Florida Statute 553.80 (7) (d) prohibits the charging of fees related to the registration process.

We are presenting the attached Ordinance amendment for first reading this evening to amend “Appendix F” to eliminate the $10 cost of the contractor registration. We will continue to register contractors as required.

RECOMMENDATION:

The City Administration recommends Commission’s consideration and approval of the first reading of the proposed Ordinance to amend “Appendix F” of the City’s Code of Ordinances eliminating the cost for contractor registrations per Florida Statute 553.80 (7) (d).
ORDINANCE NO. __________________

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF NORTH LAUDERDALE, FLORIDA, AMENDING APPENDIX F, OF THE CITY OF NORTH LAUDERDALE CODE OF ORDINANCES, ENTITLED "FEES", BY AMENDING ARTICLE I, ENTITLED, "COMMUNITY DEVELOPMENT FEE SCHEDULE", SECTION ENTITLED "BUILDING AND RELATED FEES" TO PROVIDE FOR THE ELIMINATION OF THE FEE FOR CONTRACTOR REGISTRATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, all contractors proposing to work within the municipal boundaries are required by City Code to submit documentation of licensure and workers’ compensation; and

WHEREAS, the City currently charges a minimal fee of $10 for contractors to register with the appropriate documentation to perform work with the City boundaries; and

WHEREAS, Florida Statute 553.80 (7)(d) now eliminates the ability of municipalities to assess a fee associated with providing proof of licensure; recording or filing a license; providing, recording or filing evidence of workers’ compensation insurance coverage. and

WHEREAS, in order to comply with the Florida Statutes it is necessary for the City to amend its fee schedule to eliminate the minimal fee for contractor registration; and

WHEREAS, the City Commission of the City of North Lauderdale finds that such revision to the other charges and fees to accommodate the additional cost of providing the service are 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 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 are hereby made a specific part of this Ordinance upon adoption hereof.

Section 2. Appendix F of the Code of Ordinances, entitled "Fees", Article I, entitled, "Community Development Fee Schedule", Sec. 3 Building Permit and Related Fees, General, e. Registration fee, of the Code of Ordinances of the City of North Lauderdale, be and the same is hereby amended as provided in Exhibit "A" to this Ordinance, which is attached hereto and incorporated herein by reference.

Section 3. 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.

Section 4. 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 5. Conflicts. 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 6. Effective Date. This Ordinance shall become effective immediately upon adoption.


____________________________________
MAYOR

____________________________________
VICE MAYOR

ATTEST:

____________________________________
PATRICIA VANCHERI, CITY CLERK

APPROVED AS TO FORM:

____________________________________
SAMUEL S. GOREN
CITY ATTORNEY
Appendix F – Fees

***

ARTICLE I. – COMMUNITY DEVELOPMENT FEE SCHEDULE

***

Sec. 3 Building Permit and Related Fees

(1) General

***

e. Registration fee, notarized registration form and copies of all updated licenses and certificates of liability and workers’ compensation must accompany registration form ..........10.00
CITY OF NORTH LAUDERDALE

INTER-OFFICE CORRESPONDENCE

TO: Honorable Mayor and City Commissioners

FROM: Ambreen Bhatti City Manager

BY: Rodney Turpel, Fire Chief

DATE: November 13, 2018

SUBJECT: Agreement with Broward College to permit Paramedic and Emergency Medical Technician Students to Participate in Educational Programs with the North Lauderdale Fire Rescue Department

In the past, North Lauderdale Fire Rescue Department has been able to take advantage of an opportunity to have emergency medical technician (EMT) and paramedic students from Broward College participate in our daily emergency medical service operations by riding on our rescue units. This opportunity not only enables these students to learn from our staff to enhance their career, but it also allows our city firefighter/paramedics an opportunity to learn and train with the latest techniques and information that is provided to these students through these institutions. In addition, Broward College is the preferred institution for medical training where members of North Lauderdale Fire Rescue that are certified to a level of emergency medical technician (EMT) can attain their paramedic certification training.

Therefore, staff is requesting Commission’s consideration to authorize entering into an agreement with Broward College. This would allow students to ride, learn and experience the day-to-day aspects of being a firefighter/paramedic with our department.

The school will schedule, organize and allow their students to ride with the firefighter/paramedics Broward College. This institution meets the State and Federal guidelines for teaching; carries the necessary medical malpractice liability insurance and has demonstrated a high degree of professionalism that the City demands when students associate with the department. The proposed contract is a standard template written and approved by the City Attorney’s Office.

RECOMMENDATION:

The Administration recommends Commission’s consideration and approval of the attached Resolution authorizing the City Manager to enter into an acceptable agreement with Broward College to allow EMT and paramedic students to ride with the North Lauderdale Fire Rescue department for educational and training purposes.
RESOLUTION NO. _______________________

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF NORTH LAUDERDALE, FLORIDA, AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH BROWARD COLLEGE, TO ALLOW EMT AND PARAMEDIC STUDENTS TO RIDE WITH THE NORTH LAUDERDALE FIRE RESCUE DEPARTMENT FOR EDUCATIONAL AND TRAINING PURPOSES; 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 does hereby authorize the City Manager to enter into acceptable agreement with Broward College, permitting students to ride with the North Lauderdale Fire Rescue Department for educational and training purposes under the guidelines set forth in each agreement.

Section 2: That this Resolution shall take effect immediately upon adoption.

PASSED and ADOPTED by the City Commission of the City of North Lauderdale, Florida this 13th day of November 2018.

APPROVED AS TO FORM:

______________________________
CITY ATTORNEY SAMUEL S. GOREN

______________________________
ACTING MAYOR RICH MOYLE

ATTEST:

______________________________
CITY CLERK PATRICIA VANCHERI
AGREEMENT

THIS AGREEMENT is made and entered into as of this ___ day of ______________, 20______, by and between

CITY OF NORTH LAUDERDALE
(Hereinafter referred to as “City”),
A MUNICIPAL CORPORATION, of the State of Florida,
Whose principal place of business is
701 SW 71st Avenue, North Lauderdale, Florida 33068

And

THE DISTRICT BOARD OF TRUSTEES OF BROWARD COLLEGE, FLORIDA
(Hereinafter referred to as “School”),
a political subdivision of the State of Florida, whose principal place of business is
_____________________

WHEREAS, School operates an EMS Training School, and is conducting educational programs for the purpose of providing skilled workers who can provide emergency medical services; and

WHEREAS, City has the facilities which are available to assist in the provision of the said educational programs and desires to participate in the education programs for the benefit of the entire community.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1.0 Recitals. The parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

2.0 Purpose of Agreement.

2.01 Program Purpose. The education of the student shall be the primary purpose of the program.

2.02 Term of agreement. The term of this Agreement shall be for a period of five (5) years, commencing on ______________, 2018 and concluding on ______________, 2022, unless terminated by either party. The parties may agree to renew this Agreement for an additional one (1) year term upon the parties executing an amendment to this Agreement.

2.03 Instruction and Curriculum. School shall be responsible, at its sole expense, for provision of classroom instruction, the selection of students, establishment of curriculum,
maintenance of records, evaluation of programs, and all educational experiences through the employment of certified instructors through compliance with all applicable guidelines. All faculty provided by School shall be duly licensed, certified or otherwise qualified to participate in the program. Neither the School nor any participating student of faculty member shall interfere with or adversely affect City’s operations or City’s provision of emergency medical services. College shall be responsible for the implementation and operation of the clinical component of its program at Facility (“Program”), All students, faculty, employees, agents and representatives of School participating in the Program while on Facility shall be accountable to Facility’s Administrator. College shall be responsible for causing all students, faculty, employees, agents and representatives of the School to comply with the terms of this Agreement and all applicable City rules, policies, procedures, codes, and ordinances, which may include required training, drug screenings, and a successful background check.

2.04 Telephone Consultation. School shall provide faculty or school administration for consultation with City by telephone at any given time during which students are on City’s premises without supervision by an instructor.

2.05 Course Materials. Upon request, School shall provide City copies of current course outlines, course objectives, curriculum, philosophy and a list of faculty and their qualifications.

2.06 Educational Plan. School faculty will prepare an educational plan in conjunction with City staff prior to the placement of students with City. The training to be provided to students shall be specified in writing and shall be based upon the needs of the student to satisfy the objectives of the program. The faculty shall be responsible for maintaining cooperative relationships with City staff. City shall provide opportunities for participating students to observe various aspects of paramedic training.

2.07 Patient Confidentiality. School and its participating students and faculty shall keep strictly confidential and hold in trust all confidential information of City and/or its patients and shall not disclose or reveal any confidential information to any third party without City’s express prior written consent. The School shall advise participating students and faculty that the City will require the participating students to execute a Confidentiality Statement substantially complying with the form attached hereto as Exhibit “A”. School and its participating students and faculty shall comply with any applicable state or federal laws or regulations concerning patient confidentiality of protected health information, including, but not limited to the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”). School shall insure that all of the students have received proper training with respect to the requirements of HIPAA, and insure that its faculty and students comply with all of the requirements of HIPAA. Unauthorized disclosure of confidential information, patient information of protected health information shall be a material breach of this Agreement and shall constitute cause for the immediate termination of this Agreement. School shall immediately notify City of any unauthorized disclosure of confidential information, patient information or protected health information that comes to its knowledge. School will not enter into any contracts with their persons to whom confidential information, patient information or protected health information would be provided without the
express written consent of City and the imposition upon such third persons of the same duty to safeguard said information. School’s records relating to the use and disclosure of said information shall be available to inspection upon reasonable notice to City or any federal or state authority entitled to access to such information. The provisions of this section shall survive the expiration or termination of this agreement.

2.07.01 The School and its agents, students, faculty, representatives and employees agree to keep strictly confidential and hold in trust all confidential information of the CITY and its Department of Fire Rescue and its patients and not disclose or reveal any confidential information to any third party without the express prior written consent of the CITY. The School will train all students related to HIPAA and HITECH compliance in additional to any and all applicable laws prior to enrollment in any clinical course.

2.08 **Dress Code and Meals.** City shall require the students to dress in accordance with dress and personal appearance standards approved by the City. Students shall pay for their own meals.

2.09 **Students are Not City Employees.** School, its faculty and its students shall in no event become or be deemed to be employees, servants, agents, or volunteers of City.

2.10 **No Compensation.** Each party shall perform the duties and responsibilities specified in this Agreement without compensation. Participating students shall be treated by City as trainees and shall have no expectation of receiving compensation or future employment from either party.

2.11 **Discontinued Student Placement.** City reserves the right to refuse or discontinue the placement of students if School does not meet the professional educational requirements and standards of City. City reserves the right to discontinue the availability of its facilities and services to any student who does not continuously meet professional or other requirements, qualifications and standards of City as determined by City. City reserves the right to immediately remove from the program any student who behaves unprofessionally or poses an immediate threat or danger to patients or personnel or to the quality of medical services.

2.12 **Infectious Diseases and Student Immunizations.** The School shall advise students of the risk of infectious diseases and that City is not responsible for exposure to infectious diseases that occur beyond their reasonable control. School shall verify that students have received immunizations for Measles, Mumps, Rubella (MMR) Diphtheria and Tetanus (DT) and have received annual screening for Tuberculosis. School shall be responsible for providing information and advising the participating students and faculty of the applicable regulations issued by OSHA and for the provision to participating students and faculty of (1) information and training about the hazards associated with blood and other potentially infectious materials; (2) information and training about the protective measures to be taken to minimize the risk of occupational exposure to bloodborne pathogens; (3) training in the appropriate actions to take in an emergency involving exposure to blood and other potentially infectious materials; and (4) information as to the reasons the employee should participate in hepatitis B vaccination and
post-exposure evaluation and follow-up. The School shall preform and certify that is has conducted the health the background checks of its participating students pursuant to the City’s Health and Background Screening Attestation, attached hereto Exhibit B.

2.13 **Personal Property.** City shall not be responsible for the personal property belonging to School, School faculty, or School’s students participating in the program.

2.14 **Participant’s Medical Care.** School and/or the students participating in the program shall be responsible for arranging for the students medical care and/or treatment, if necessary, including transportation in the event of illness or injury while participating in the program provided at City’s premises. At the time of providing such services, City shall accept assignment of the affected individual’s insurance policy plus any co-pay and/or deductibles. City shall not be responsible for costs involved in the provision of such services, the follow-up care, or hospitalization.

3.0 **General Insurance Requirements.**

3.01 School shall provide City proof of professional liability insurance coverage with minimum limits of $1,000,000 per claim, $3,000,000 per occurrence. Students shall be required to be covered by their own health or accident insurance.

3.02. City shall self-insure, pursuant to Section 768.28, Florida Statutes, for its liability for tort claims associated with acts or omissions of its agents and employees.

3.03. Insurance shall be in force until the obligations required to be fulfilled under the terms of the Agreement are satisfied. In the event a insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this Agreement, then in that event, either party shall furnish to the other party, at least forty-five (45) days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the Agreement and extension thereunder is in effect. The parties shall not be obligated to continue to perform services pursuant to this Agreement unless all required insurance remains in full force and effect.

4.0. **Indemnification.**

4.01 The School agrees to be fully responsible to the City, its Commission, officers, agents, servants and employees, for its acts of negligence, but not for any claims, demands, or causes of action of whatsoever kind or nature caused by the negligence of the City.

4.02 If a claim is litigated and names City as a party defendant, City shall be held harmless as to all costs and expenses associated with the litigation related to that claim, including but not limited to, costs, attorneys' fees, paralegal expenses, attorneys' fees on appeal, monies paid in settlement or monies paid to satisfy any judgment obtained herein.
4.03 The School and City agree that all students shall be required to sign the City’s Assumption of Risk and Release of Liability form, attached hereto as Exhibit C, as a prerequisite to their participation with the City, its employees, or entry upon its facilities and vehicles.

4.04 The City and the School are political subdivisions of the State of Florida, and as such are protected by sovereign immunity. Nothing contained herein is intended to nor shall act as a waiver of the either Party’s sovereign immunity protection except as otherwise stated in Florida Statute 768.28.

5.0. Independent Contractor. This Agreement does not create an employer/employee relationship between the Parties. It is the intent of the Parties that School is an independent contractor under this Agreement and not the City's employee for any purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Worker's Compensation Act, and the State Unemployment Insurance law. City shall retain sole and absolute discretion in the judgment of the manner and means of carrying out City's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement shall be those of City, which policies of City shall not conflict with School, State, or United States policies, rules or regulations relating to the use of City's funds provided for herein. City agrees that it is a separate and independent enterprise from the School, that it had full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Agreement shall not be construed as creating any joint employment relationship between City and the School and the School will not be liable for any obligation incurred by City, including but not limited to unpaid minimum wages and/or overtime premiums.

6.0. Assignments; Amendments.

6.01. This Agreement, or any interest herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by either party without the prior written consent of the other party. For purposes of this Agreement, any change of ownership of School shall constitute an assignment which requires City approval. However, this Agreement shall run to the City and its successors and assigns.

6.02. It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

7.0. No Contingent Fees. School warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for School to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for School any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the City shall
have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

8.0. **Notice.** Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by registered United States mail, with return receipt requested, addressed to the party for whom it is intended and the remaining party, at the places last specified, and that places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. For the present, School and the City designate the following as the respective places for giving of notice:

City: Ambreen Bhatty, City Manager  
City of North Lauderdale  
701 S.W. 71st Avenue  
North Lauderdale, FL 33068

Copy To: Samuel S. Goren, City Attorney  
Goren, Cherof, Doody & Ezrol, P.A.  
3099 East Commercial Boulevard, Suite 200  
Fort Lauderdale, Florida 33308  
Telephone No. (954) 771-4500  
Facsimile No. (954) 771-4923

School: Broward College

9.0. **Binding Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has the full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

10.0. **Legal Representation.** It is acknowledged that each party had the opportunity to be represented by counsel in the preparation of and contribution to the terms and conditions of this Agreement and, accordingly, the rule that a contract shall be interpreted strictly against the party preparing same shall not apply herein due to the joint contributions of both Parties.

11.0. **Headings.** Headings herein are for convenience of reference only and shall not be considered on any interpretation of this Agreement.

12.0. **Severability.** If any provision of this Agreement or application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it
shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

13.0. **Governing Law.** This Agreement shall be governed by the laws of the State of Florida with venue lying in Broward County, Florida.

14.0. **Attorney's Fees.** In the event that either party brings suit for enforcement of this Agreement, each party shall bear its own attorney's fees and costs.

15.0. **Extent of Agreement.** This Agreement represents the entire and integrated agreement between the City and School and supersedes all prior negotiations, representations or agreements, either written or oral.

16.0. **Termination.** This Agreement may be terminated without cause by either party upon thirty (30) days written notice to the other party. Students participating in the Program at the time of termination shall be allowed to complete the clinical education experience; such completion period shall not exceed six (6) months, unless otherwise agreed to in writing by the City and the School. During the completion period, the students and the School shall comply with the terms and conditions of this Agreement. No student shall be enrolled after the date upon which notice of termination has been provided.

17.0. **Equal Employment Opportunity.** In the performance of this Agreement, School shall not discriminate against any firm, employee or applicant for employment or any other firm or individual in providing services because of sex, age, race, color, religion, ancestry or national origin.

18.0 **Public Records.** In order to comply with Florida’s Public Records Act (the “Act”), Chapter 119, Florida Statutes, and pursuant specifically to section 119.0701, Florida Statutes, as may be amended, the School shall:

18.1 Keep and maintain public records that ordinarily and necessarily would be required by the CITY in order to perform the services under the Agreement.

18.2 Provide the public with access to public records on the same terms and conditions that the CITY would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

18.3 Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

18.4 Meet all requirements for retaining public records and transfer, at no cost, to the CITY all public records in possession of School upon termination of the Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the CITY in a format that is compatible with the information technology systems of the CITY.
18.5 If the SCHOOL does not comply with a public records request, the CITY may terminate this Agreement.

18.6 IF THE SCHOOL HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SCHOOL’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, PATRICIA VANCHERI, CITY CLERK FOR THE CITY OF NORTH LAUDERDALE, AT, pvancheri@nlauderdale.org 701 SW 71ST AVE, NORTH LAUDERDALE, FL 33068.

18.0. Waiver. Any failure by City to require strict compliance with any provision of this contract shall not be construed as a waiver of such provision, and City may subsequently require strict compliance at any time, notwithstanding any prior failure to do so.

19.0. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

IN WITNESS OF THE FOREGOING, the Parties have set their hands and seals the day and year first written above.

CITY

ATTEST: CITY OF NORTH LAUDERDALE, FLORIDA:

PATRICIA VANCHERI, MMC, City Clerk BY: AMBREEN BHATTY, CITY MANAGER

APPROVED AS TO FORM:

OFFICE OF THE CITY ATTORNEY
SCHOOL

BROWARD COLLEGE

(CORPORATE SEAL)

By: _________________________________

Print Name: __________________________
Title: ________________________________

ATTEST:

___________________________, Secretary
STATE OF __________________  )  
COUNTY OF __________________  )  

ON THIS ____ day of __________________, 20__ before me, the undersigned notary public, personally appeared ________________________, personally known to me, or who has produced _______________________________ as identification, and is the person who subscribed to the foregoing instrument and who acknowledged that (s)he executed the same on behalf of said Corporation and that (s)he was duly authorized to do so.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

___________________________________  
NOTARY PUBLIC

___________________________________  
Print or Type Name

My Commission Expires:
EXHIBIT A

CONFIDENTIALITY STATEMENT

The undersigned hereby acknowledges his/her responsibility under the Agreement with The City of North Lauderdale ("City"), to keep confidential any information regarding City patients, as well as all confidential information of City. The undersigned agrees, under penalty of law, not to reveal to any person or persons, except authorized clinical staff and associated personnel any specific information regarding any patient and further agrees not to reveal to any third party any confidential information of City, except as required by law or as authorized by City.

Dated this __________ day of __________, 20_____.

____________________________________
Program Participant

____________________________________
Print Name

Witness

____________________________________
Print Name
EXHIBIT B
HEALTH AND BACKGROUND SCREENING ATTESTATION

HEALTH OF PROGRAM PARTICIPANTS. School affirms the Program Participant(s) listed below have completed the following health screenings or documented health status as follows:
1. Tuberculin skin test within the past 12 months or documentation as a previous positive reactor or a chest x-ray taken within the past 12 months; and
2. Proof of Rubella and Rubella immunity by positive antibody titers or 2 doses of MMR; and
3. Varicella immunity, by positive history of chickenpox or proof of Varicella immunization; and
4. Proof of Hepatitis B immunization or completion of a certification of declination of vaccine, if patient contact is anticipated.

BACKGROUND CHECKS. The School has conducted a retrospective background check on all students assigned to the program and members of staff/faculty responsible for supervision and/or instruction prior to their participation in clinical activities. Unless the Facility is notified in writing, all background checks are negative. The background check included the following:
1. Social Security number verification.
2. Criminal Search (7 years)
3. Violent Sexual Offender & Predator registry
4. HHS/OIG/GSA
5. Other:

ATTENDING STUDENTS:
1. 
2. 
3. 

STAFF:
1. 
2. 

College acknowledges this information will be available to all of ______________________ affiliates as reasonably necessary.

The District Board of Trustees of Broward College, Florida
Name:
Signature:
Title:
EXHIBIT C

CITY OF NORTH LAUDERDALE
Assumption of Risk and Release of Liability

For and in consideration of being permitted to ride as an observer with the North Lauderdale Fire Rescue Department in an emergency or other medically-related vehicle of the educational benefits to be received, and in full recognition, understanding and appreciation of the basic nature of emergency work, and the possibility that situations will arise which result in my being exposed to physical harm or injury through, but not limited to, vehicle accidents, blood borne pathogens, disease or violent patients, I do hereby agree to assume all known and unknown risks in connection therewith. Further, I do hereby indemnify, hold harmless, release and forever discharge the City of North Lauderdale, its officials, officers, agents and employees from any liability or responsibility from any cause whatsoever, including negligence, for death or injury to my person or damage or loss to my property that I may sustain or suffer resulting from or in any manner connected with my participation in this activity.

The terms of this Agreement shall be in full force and effect on the date hereof and on any other occasion hereafter when I accompany City of North Lauderdale agents.

I have read and understand the conditions of this program as stated above, and hereby voluntarily assume all risks of loss, damage, injury or illnesses to me or my property, including death, which may be sustained while a passenger of the City vehicle or incidental to accompanying one or more City of North Lauderdale Fire Rescue agents while on duty.

This Release and Agreement shall be binding upon me and my heirs, executors, administrators, personal representatives and assigns, and shall inure to the benefit of the said City, agents, public officials and any person herein designated, and their heirs, executors, administrators, personal representatives, assigns and successors in office.

I acknowledge that I am at least 18 years of age and that my participation is as an observer only in an authorized City of North Lauderdale motor vehicle unit:

I agree that if any portion of this document is held invalid or unenforceable by a court of competent jurisdiction, then the remaining portion shall nevertheless continue in full force and effect.

I HAVE READ THIS DOCUMENT CAREFULLY, FULLY UNDERSTAND ITS CONTENTS AND INTEND IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF LIABILITY TO THE FULLEST EXTENT PERMITTED BY LAW.

Print Participant Name: ____________________________
Participant Signature: ____________________________
Date Signed: ____________________________
STATE OF FLORIDA
COUNTY OF BROWARD
The foregoing instrument was acknowledged before me this _______________ day of __________________, 20______, by ________________________________________, who is personally known to me _______________ or had produced _________________________________________, as identification.

My Commission Expires: _______________

Notary Public, State of Florida at Large

__________________________________
Print Notary Name

Signature of Approving Chief
Tamarac North Lauderdale Chamber of Commerce presents

Business Give Back in the Park

Hampton Pines Park, 7800 Hampton Blvd, North Lauderdale, FL 33068

11.17.2018 / 11.30AM TO 3.30PM

Community walk (1 mile)
Live music, entertainment, food
Free raffle and prizes
Meet your local businesses
Meet special guests
Free event for everyone

In collaboration with:

North Lauderdale

Sponsors

Teleperformance

The Marcus Group

Your Insurance Specialist
You're Invited to the City of North Lauderdale's

Winterfest

Saturday, November 24
5:00 pm to 9:00 pm
Field 4
Jack Brady Sports Complex

Bring Your Gloves or Mittens
to play on our REAL SNOW PILES

Entrance Fee
$5 or 5 Cans of Food
PER PERSON

Activities Include:
Carnival Rides in our Magical Winter Wonderland, Hay Ride,
Games and Contests, Activities for Kids and Adults,
Face Painters and Clowns, Concessions, Crafts,
Bring Your Camera for Pictures with Santa, Rudolph and other
Special Guests Plus Much More Fun

More Information Please Call
Recreation at 954-724-7061

North Lauderdale
Holiday Parade

Join Grand Marshal Calvin Hughes - News Anchor WPLG TV - Channel 10
Saturday, December 8 - 4:15 PM
Starts At: Boulevard of Champions/SW 64 Terrace
Ends At: City Hall Front Lawn

Tree Lighting on the Front Lawn of City Hall