CITY OF NORTH LAUDERDALE
COMMISSION MEETING
TUESDAY, OCTOBER 30, 2018
REGULAR MEETING – 6:00 p.m.

AMENDED AGENDA

1. INVOCATION AND PLEDGE OF ALLEGIANCE – Commissioner Wood

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

3. APPROVAL OF MINUTES
   a. September 27, 2018

4. PRESENTATIONS
   a. Greater Fort Lauderdale Alliance Presentation (Gayle Bulfin)
   b. Presentation of ICMA Recognition Certificate - to the Mayor and Commission for North Lauderdale 37th Year as a Commission-Manager Form of Government (Lauderdale-By-The-Sea Assistant Town Manager Sharon P. Ragoonan)
   c. Presentation of 30 Years of Service Award to Mayor Jack Brady from Florida League of Cities (Carol Westmoreland)
   d. Morgan Stanley Investment Presentation (Glen Scott)
   e. Government Finance Officers Association – Certificate of Achievement to North Lauderdale’s Finance Department for Excellence in Financial Reporting for the 36th Year with regard to the Annual Comprehensive Financial Report (CAFR)
5. PROCLAMATIONS
   a. [American Cancer Society – Great American Smokeout –] November 15

6. PUBLIC DISCUSSION

7. QUASI-JUDICIAL ITEMS
   a. SUBJECT: SEU 18-07 GOOD KARMA PET RESCUE
      Commercial Pointe at 3601 W. Commercial Blvd. - Bay # 19
      To allow a non-profit animal rescue operation as a primary use with
      veterinarian services and overnight boarding as ancillary uses.
      APPLICANT: Stacey Tollackson
      - All interested parties wishing to speak on this item are sworn in
      - Staff presentation (Tammy Reed-Holguin)
      - Public Hearing opened
      - Public comments
      - Public Hearing closed
      - Commission discussion
      - Commission motion and vote
      
      MOTION: To approve the Special Exception Use Permit allowing a non-profit animal
      rescue office as primary use with veterinarian services and overnight boarding as ancillary
      uses within a (B-3) General Business District subject to the thirteen (13) conditions listed in
      staff’s memorandum

8. OTHER BUSINESS
   a. [RESOLUTION – 45th Year (2019-2020) Community Development Block Grant
      (CDBG) Application]
      - All interested parties wishing to speak on this item are sworn in
      - Staff presentation (Katherine Randall)
      - Public Hearing opened
      - Public comments
      - Public Hearing closed
      - Commission discussion
      - Commission motion and vote
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF NORTH LAUDERDALE, FLORIDA, AUTHORIZING AND DIRECTING THE CITY MANAGER OF THE CITY OF NORTH LAUDERDALE, FLORIDA, TO APPLY FOR AND TO FILE SUCH DOCUMENTS AS MAY BE REASONABLY REQUIRED FOR AVAILABLE 45th YEAR (FISCAL YEAR OCTOBER 1, 2019 – SEPTEMBER 30, 2020) COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS IN THE ESTIMATED AMOUNT OF $262,243 FOR THE PURCHASE ASSISTANCE PROGRAM PROVIDING THAT THE CITY MANAGER SHALL BE AUTHORIZED TO EXECUTE GRANT AWARD AGREEMENTS AND TO TAKE ALL NECESSARY ACTIONS, INCLUDING, BUT NOT LIMITED TO EXTENSIONS OF TIME, LINE-ITEM BUDGET AMENDMENTS, AND PROGRAM MODIFICATIONS TO IMPLEMENT SAID PROGRAMS IF AND WHEN FUNDING IS APPROVED; PROVIDING FOR FINDINGS AND CONCLUSIONS WITH REGARD TO THE BENEFITS TO BE DERIVED BY PROCESSING AND OBTAINING SUCH GRANT FUNDS; AND, PROVIDING AN EFFECTIVE DATE.

b. RESOLUTION - Adopting the North Lauderdale Economic Development Strategic Plan and Authorizing the Appropriate City Officials to Initiate the Next Steps to Implement the Plan

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

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF NORTH LAUDERDALE ADOPTING THE NORTH LAUDERDALE ECONOMIC DEVELOPMENT STRATEGIC PLAN; AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO INITIATE THE NEXT STEPS TO IMPLEMENT THE PLAN INCLUDING, BUT NOT LIMITED TO, CREATION OF A MARKETING AND BRANDING PLAN, THE PREPARATION OF PROJECT PLANS, PRIORITIES, TIMELINES AND FUNDING PROPOSALS FOR CONSIDERATION BY THE CITY COMMISSION, PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

c. RESOLUTION - Authorization to Enter an Interlocal Agreement with Broward Metropolitan Planning Organization (MPO) Agreement for Technical Assistance

- Motion, second and vote to read
- Attorney reads title
- Staff presentation (Tammy Reed-Holguin)
- Commission motion and second to adopt
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF NORTH LAUDERDALE APPROVING THE INTERLOCAL AGREEMENT WITH THE BROWARD METROPOLITAN PLANNING ORGANIZATION (MPO) ATTACHED HERETO AS EXHIBIT “A” FOR TECHNICAL ASSISTANCE ON AN AS NEEDED BASIS OVER A FIVE YEAR TERM AND AUTHORIZING THE CITY MANAGER OR HER DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THE INTENT OF THIS RESOLUTION AND DIRECTING THE CITY CLERK TO PROVIDE A COPY OF THIS RESOLUTION, ALONG WITH THE EXECUTED INTERLOCAL AGREEMENT TO THE BROWARD COUNTY CLERK OF COURTS FOR RECORDATION, PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

d. **RESOLUTION - Authorizing Staff to Apply for a Grant through the Complete Streets and Other Localized Initiatives Program with the Broward Metropolitan Planning Organization (MPO)**

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

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF NORTH LAUDERDALE, FLORIDA, AUTHORIZING AND DIRECTING THE CITY MANAGER TO APPLY FOR AND TO FILE SUCH DOCUMENTS AS MAY BE REASONABLY REQUIRED TO APPLY FOR A COMPLETE STREETS AND OTHER LOCALIZED INITIATIVES PROGRAM (CSLIP) GRANT WITH THE BROWARD COUNTY METROPOLITAN PLANNING ORGANIZATION (MPO); PROVIDING THAT THE CITY MANAGER SHALL BE AUTHORIZED TO EXECUTE GRANT AWARD AGREEMENTS AND TO TAKE ALL NECESSARY ACTIONS, INCLUDING, BUT NOT LIMITED TO EXTENSIONS OF TIME, LINE-ITEM BUDGET AMENDMENTS, AND PROGRAM MODIFICATIONS TO IMPLEMENT SAID PROGRAMS IF AND WHEN FUNDING IS APPROVED; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

e. **ORDINANCE – First Reading - 2018 Fiscal Year End Budget Amendment**

- Motion, second and vote to read
- Attorney reads title
- Staff presentation (Susan Nabors)
f. **RESOLUTION - Intent Resolution for Special Assessment**

To remove the collection of Stormwater Fee from the Utility (water) Bill and Collect it on the Annual Tax Bill

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

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF NORTH LAUDERDALE, FLORIDA, SETTING FORTH THE CITY'S INTENT TO USE THE UNIFORM METHOD FOR THE COLLECTION OF A NON-AD VALOREM SPECIAL ASSESSMENT TO BE LEVIED UPON REAL PROPERTIES LYING WITHIN THE MUNICIPAL BOUNDARIES OF THE CITY, AS MORE PARTICULARLY DESCRIBED IN EXHIBIT "A" ATTACHED HERETO, TO FUND MAINTENANCE, REPAIRS, ENHANCEMENTS, AND IMPROVEMENTS TO THE CITY'S STORMWATER UTILITY SYSTEM; STATING A NEED FOR SUCH LEVY; PROVIDING THAT A COPY OF THIS RESOLUTION SHALL BE FORWARDDED TO THE PROPERTY APPRAISER, TAX COLLECTOR, AND THE FLORIDA DEPARTMENT OF REVENUE; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

g. **RESOLUTION – City of North Lauderdale ("City") v. Resource Recovery Board/Broward County Second Amendment to Settlement**

- Motion, second and vote to read
- Attorney reads title
- Staff presentation (George Krawczyk)
- Commission motion and second to adopt
- Commission discussion
- Commission vote
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF NORTH LAUDERDALE, FLORIDA, AUTHORIZING THE CITY MANAGER AND THE MAYOR TO SIGN THE SECOND AMENDMENT TO THE SETTLEMENT AGREEMENT WITH BROWARD COUNTY FOR THE LITIGATING STYLED CITY OF SUNRISE ET. AL. VS BROWARD COUNTY; AND PROVIDING AN EFFECTIVE DATE.

h. **RESOLUTION – Renewal of VMware License and Support Agreement**

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

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF NORTH LAUDERDALE, FLORIDA AUTHORIZING THE EXPENDITURE OF FUNDS FOR THE RENEWAL OF VMWARE SOFTWARE SUPPORT AGREEMENT FROM SUPERIOR TURNKEY SOLUTIONS GROUP AS LISTED IN SECTION ONE OF THIS RESOLUTION, FOR A TOTAL AMOUNT NOT TO EXCEED $30,109.67; PROVIDING FOR THE ALLOCATION OF FUNDS; PROVIDING FOR AN EFFECTIVE DATE.

i. **RESOLUTION – Letter of Intent to Purchase Fire Rescue Vehicle to Replace Rescue 44**

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

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF NORTH LAUDERDALE, FLORIDA, AUTHORIZING THE CITY MANAGER, OR HER DESIGNEE, TO EXECUTE A LETTER OF INTENT AGREEMENT WITH HALL-MARK REV FIRE APPARATUS FOR THE PURCHASE OF A 2020 FREIGHTLINER M2 CHASSIS MODEL THROUGH FLORIDA SHERIFFS ASSOCIATION CONTRACT # FSA 18-VEF13 AND REBUILD OF NL 338 BOX AT A COST NOT TO INCREASE $237,097.55, AND PROVIDING FOR AN EFFECTIVE DATE.
j. **RESOLUTION – Supporting of Public School Closures on Election Days or Relocating Voting Precincts**

- 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, SUPPORTING THE CLOSURE OF SCHOOL BOARD OF Broward County Public Schools on Election Day or the Relocation of Voting Precincts from School Board of Broward County Public Schools; and Providing for an Effective Date.

9. REPORTS

10. COMMISSION COMMENTS

a. **Deputy City Clerk Annual Evaluation and Motion to Approve First Amendment to Employment Contract**

b. **Greater Fort Lauderdale Alliance** (Requested by Comm. Wood)
   - Discussion and Motion to become an Entrepreneur Level member of the Greater Fort Lauderdale Alliance with Upgrade to Corporate Level and approve Membership Dues (2018-2019) at the Discounted Rate of $1,875

c. Discussion and Motion to schedule one Commission meeting only for the months of November and December due to the Thanksgiving and Christmas holidays (Proposed dates Tuesday, November 13 and Tuesday, December 11)

11. CITY MANAGER COMMENTS

12. CITY ATTORNEY COMMENTS

13. ADJOURNMENT
The North Lauderdale City Commission met on Thursday September 27, 2018 at the Municipal Complex. The meeting convened at 6:00 pm.

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

2. **ROLL CALL** - Clerk took 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

At this time Vice Mayor Moyle clarified the rules for speaking under public discussion and for speaking under the public hearing portion of the budget items being presented. He advised to sign up to speak under public hearing and clarified the public hearing portion is separate and when an individual wants to speak on any of the budget items to please come forward when he announces public hearing is open. He advised each speaker is allowed three minutes.

3. **APPROVAL OF MINUTES**

   a. None submitted

4. **BUDGET RELATED MATTERS**

   a. **ORDINANCE** – **Second Reading** – Adopting Ad Valorem Tax Rate FY 2018/19

   Commissioner Graziose moved to read. Seconded by Commissioner Wood.

   Attorney read:

   **AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF NORTH LAUDERDALE, FLORIDA, ESTABLISHING AND ADOPTING THE CITY OF NORTH LAUDERDALE AD VALOREM TAX OPERATING MILLAGE LEVY RATE AT 7.4000 MILLS, OR $7.4000 PER THOUSAND DOLLARS OF TAXABLE ASSESSED PROPERTY VALUE, FOR THE 2018 TAX YEAR, REPRESENTING AN INCREASE OF 9.46% FROM THE PRIOR YEAR’S ROLLED-BACK RATE OF 6.7602 MILLS FOR ALL PURPOSES; PROVIDING FOR CONFLICTS; AND, PROVIDING AN EFFECTIVE DATE.**
Susan Nabors, Finance Director presented the item based on the back up memorandum. She stated they are presenting the proposed final millage rate and the final budget for fiscal year 2019. She referenced the slideshow presentation which she indicated highlights the rates that affected the budget development for FY 2019. The proposed rate for FY 19 for millage, which is the property tax, is 7.4 mils per $1000 of taxable value of a property that is the same rate as the FY 2018. She stated they were able to balance the budget without a proposed rate increase. Ms. Nabors reviewed the non-ad valorem assessment rates, advising the single family fire ($215 per year), multi-family ($365.00 per year) and commercial industrial warehouse properties fire assessment rates are all remaining level with a slight decrease in multi-family rates. The solid waste and recycling pick up assessment rates has a slight increase to $224 for FY 2019. The Water Control District rate was increased to $100 per year. There are no proposed increases to the water and sewer rates. City Manager Bhatty interjected to advise the Solid Waste rate increased due to the recycling issues during the summer months. She also advised the Water Control rate had not been increased in almost 12 years and there were major channel issues that needed to be addressed due to Hurricane Irma. Ms. Nabors stated there has been an increase to the property values in the last six years which means if you are a property owner you have some possible equity in your home and the resale value of your home is higher which is good news for both the property owners and the city. The taxable property value increased to 10.71 % over the prior year, which is about the third highest in the County. Ms. Nabors explained the Save the Homes Limitation program offered by the state that limits the assessed value increase if you have a homestead exemption on your property to 3% or inflation, whichever is lower. She presented information on how your property taxes are calculated and the assessed value of a home and eligible exemptions. She indicated that there are different taxing authorities and only a third of the money goes to the city. Ms. Nabors advised the City Administration recommends Commission's consideration and approval of the attached ordinance on second reading, which establishes the City's operating millage levy rate at 7.4000 mills for the 2018 Tax year (FY 2019).

Commissioner Graziuse moved to adopt. Seconded by Commissioner Wood. Commissioner Borgelin requested clarification on the percentage tax increase levied in North Lauderdale to residents. Ms. Nabors replied the property evaluation is 10.71 % over the last fiscal year which is not just for a single family home but for all properties combined based on the information obtained from the property appraiser’s site. Ms. Bhatty advised the market property value went up to 10.71 %, which includes the property evaluation based on the property values that go up and all the new growth and development that is taxed. She explained the difference between the market value and the homesteaded and non-homesteaded properties with regards to the inflation rate and the Save the Homes program. Ms. Nabors noted there is a difference in the assessed value which is your market value and the taxable value which is after your exemptions. There was brief discussion on the roll-back rate. Commissioner Graziuse commented the 10% on the State tax for the non-homesteaded [properties] sunsets this year which will be on the ballot under Amendment 2. No further discussion. Clerk called roll. All YES.

ORDINANCE NO. 18-09-1378

b. ORDINANCE – Second Reading – Adopting Budget for Fiscal Year 2018/19

Commissioner Graziuse moved to read. Seconded by Commissioner Wood. Attorney read:
AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF NORTH LAUDERDALE, FLORIDA, ADOPTING THE ATTACHED ANNUAL BUDGET, AS THE CITY OF NORTH LAUDERDALE’S FINAL BUDGET FOR THE 2018/19 FISCAL YEAR, ALLOCATING, APPROPRIATING, AND AUTHORIZING EXPENDITURES IN ACCORDANCE WITH AND FOR THE PURPOSES AS STATED IN SAID BUDGET, EXCEPTING CERTAIN APPROPRIATIONS AND EXPENDITURES REQUIRING FURTHER CITY COMMISSION ACTION AND/OR AUTHORIZATION; AUTHORIZING BUDGETARY CONTROL BY DEPARTMENTAL FUND TOTAL FOR ALL APPROPRIATIONS EXCEPT FOR AMOUNTS ALLOCATED FOR CAPITAL OUTLAY ITEMS; PROVIDING FOR THE AUTHORIZATION OF ALL BUDGETED EMPLOYMENT POSITIONS AND THE AUTHORIZATION FOR THE CITY MANAGER TO MAKE TEMPORARY APPOINTMENTS TO BUDGETED POSITIONS; PROVIDING FOR THE CREATION OF TRUST FUND(S) FOR RECEIPT OF MONIES BY GIFT, GRANT, OR OTHERWISE, WHEN THE SAME CONTAINS AS A CONDITION OF ACCEPTANCE, A LIMITATION OR RESTRICTION REGARDING THE USE OR EXPENDITURE OF THE SAME AND THE MANAGEMENT AND DISBURSEMENT THEREOF; PROVIDING FOR A TEMPORARY OR PERMANENT SUSPENSION OF THE OMNIBUS APPROPRIATION AND EXPENDITURE AUTHORIZATION CONTAINED HEREIN BY CITY COMMISSION RESOLUTION; PROVIDING THAT THE BUDGET HEREBY ADOPTED MAY BE ADJUSTED OR MODIFIED BY SUBSEQUENT RESOLUTION SO LONG AS SUCH ADJUSTMENT OR MODIFICATION SHALL NOT RESULT IN A VARIATION OF THE TOTAL BUDGET, PROVIDING THAT IN THE EVENT A VARIATION FROM THE TOTAL BUDGET IS OR BECOMES NECESSARY, THIS ORDINANCE SHALL BE AMENDED ONLY BY A SUBSEQUENT ORDINANCE CONSISTENT WITH CHAPTER 166, FLORIDA STATUTES, THE CHARTER AND CODE OF ORDINANCES OF THE CITY OF NORTH LAUDERDALE, FLORIDA; PROVIDING FOR THE AUTHORIZATION TO LAPSE ALL ENCUMBRANCES OUTSTANDING AT SEPTEMBER 30, 2018, AND AUTHORIZATION TO RE-APPROPRIATE ALL UNEXPENDED CAPITAL APPROPRIATIONS, INCLUDING LAPSED CAPITAL OUTLAY ENCUMBRANCES IN THE 2018/19 BUDGET YEAR; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT; AND, PROVIDING AN EFFECTIVE DATE.

Ms. Nabors provided the following information on the FY Budget 2018/19 prior to the adoption of the first ordinance under item 4a. Second Reading - Ad Valorem Tax Rate.

Susan Nabors, Finance Director presented information on the item based on the back up memorandum. She advised the City Commission approved the first reading of FY 2019 budget on September 12, 2018 and indicated there are no changes made since the first reading. Ms. Nabors reviewed the proposed increase to the budget by department. She explained the significant changes for the General Fund Operating budget for FY 2019, which includes the increase in funding for capital projects, an increase in funding for the BSO contract, additional SRO’s, fire rescue capital projects and pay changes for the fire union contract, canal repairs, home repair grants, and two new positions. She advised the City Budget presented also includes the General Fund items mentioned as well as canal bank repairs in the Water Control District budget. She advised the capital projects that are planned include a new restroom in Jaycee Park, exercise equipment, East Kimberly reconstruction, the Tam O’Shanter drainage project and upgrades to city hall.

Susan Nabors, Finance Director spoke after the motion to read was approved for item 4b. Ordinance - Second Reading - Adopting Budget for Fiscal Year 2018/19.
Ms. Nabors stated she had already given her FY Budget 2018/19 presentation and she had no further information to add. **Commissioner Graziose moved to adopt. Seconded by Commissioner Wood.** Commissioner Borgelin commented the [Budget 2018/19] information should be presented for the public to participate. Mrs. Nabors proceeded to provide information on the Comprehensive Fiscal Year Budget 2018/19. Commissioner Borgelin inquired on making a provision for additional SROs schools and if the budget can be amended later on. Mrs. Nabors responded the budget can be amended at a later date which would require two readings of an ordinance. Vice Mayor Moyle advised there are three votes required to amend the budget. Attorney Goren clarified that three votes are required for a future budget amendment and to adopt a millage [rate] requires four votes. Commissioner Wood thanked Mrs. Nabors and staff for a great comprehensive budget that is balanced. He commented that budgets are very complicated and commended them for keeping the millage at 7.4. He further commented that we are a small city with very small commercial industries with the tax burden on the owners of the property. Commissioner Graziose commented the City of Hollywood has a higher tax rate and they have a beach, hotels and restaurants. The 7.4 is a rate the city has held in comparison to other cities that have more commercial area. He expressed we are doing a good job for a city with very little commercial area and with mostly residential [area]. Ms. Bhaty advised the money collected for property values is not enough to cover the BSO contract. She commented that balancing the budget and being fiscally responsible is not an easy task and she proceeded to thank the Commission for their guidance, the department heads for maintaining a conservative budget and Susan Nabors and her staff for their excellent work on producing a fiscally sound budget. **No further discussion. Clerk called roll. All YES.**

**ORDINANCE NO. 18-09-1379**

5. **PRESENTATIONS**

   a. **Bishop Lawrence A. Dalrymple, Sr.**
   Vice Mayor Moyle described Bishop Dalrymple as a pillar in the community with a great church, who takes care of his congregation, his family and the community as a whole. He presented a plaque to Bishop Dalrymple, Sr. on behalf of Mayor Brady on the occasion of his 90th birthday and in recognition of his many achievements. Mayor Brady congratulated Bishop Dalrymple and commented on their relationship based on deep respect over the years. Bishop Dalrymple expressed thanks and appreciation to God, the Mayor and Commissioners as well as everyone present. He spoke on his relationship with Mayor Brady over the years, the establishment and growth of his church in the city and he acknowledged how Mayor Brady made it possible for the church to be in the city.

   b. **Jesse Lapin-Bertone**
   Michael Sargis, Parks and Recreation Manager presented certificates of appreciation to Mr. Lapin-Bertone, alumni of Marjorie Stoneman Douglas, for his assistance to city staff with the Memorial Garden dedication ceremony. He helped to secure that the parents of the victims from the Marjorie Stoneman Douglas shooting were present at the dedication as well as providing assistance with having the ROTC and the student press present to participate at the event.

   c. **Alfredo Marriaga**
   Michael Sargis presented a certificate of appreciation to Mr. Marriaga, a retired architect and member of Commissioner Wood’s District A, Planning Committee for East Kimberly Blvd. Mr. Marriaga was recognized for creating the initial design for the Memorial Garden which also saved the city the cost of hiring an architect.
d. Frank Anzalone, East Coast Builders
Mr. Sargis presented a certificate of appreciation to Mr. Anzalone, for donating his time and the time of his crew and for providing services relating to the design, engineering and construction of the Memorial Garden.

e. Michael Montag, A Sign on Time
Mr. Sargis presented a certificate of appreciation to Mr. Montag, for donating his time and services for the installation of the plaques at the Memorial Garden.

Commissioner Graziose explained the connection between the City of North Lauderdale Memorial Garden dedication and Marjorie Douglas High School, advising there are victims that have been laid to rest in the cemeteries in the city. He expressed the Memorial Garden is an important part of the city.

f. Broward League of Women Voters – “Lock it Up!” Gun Lock Program
Barbara Markley with the Gun Safety Committee was not present.

g. Patricia Vancheri – Master Municipal Clerk Designation from the International Institute of Municipal Clerks
Sandra Novoa, MMC, Surfside Town Clerk/ FACC South District Director introduced herself and several Clerks from other municipalities present to honor City Clerk Vancheri on her achievement. Ms. Novoa provided information on City Clerk Vancheri’s work history as City Clerk over the years, her service on the BCMCA Association and the extensive professional and educational requirements she completed to obtain the Master Municipal Clerk achievement. She congratulated City Clerk Vancheri on her Master Municipal Clerk designation and presented her with the MMC plaque. City Clerk Vancheri expressed thanks to her colleagues and spoke on her experience as City Clerk. She commended her fellow clerks, emphasizing the importance of the network of city clerks as a great source of support in addition to the City Attorney. City Clerk Vancheri also briefly shared on her vested years as a resident and raising her children in the city. Mayor Brady congratulated City Clerk Vancheri on her achievement and commended her for a job well done.

5. PROCLAMATIONS

a. Fire Prevention Week – October 7-13, 2018
Commissioner Graziose, a former Fire Marshall, read the Proclamation which was presented to Fire Chief Turpel, who expressed the Fire Department, is here for our residents.

b. National Breast Cancer Awareness Month & National Mammography Day 10/19/18
City Clerk Vancheri read the Proclamation. Tali Amihud, American Cancer Society Community Development Manager, was present to receive the Proclamation. City Manager Bhatti advised on the city’s efforts to promote Breast Cancer Awareness Month by wearing pink. She asked everyone to keep the patients and their loved ones in prayer, and related her own family member’s battle with Breast Cancer. Ms. Amihud stated unfortunately everyone knows someone affected by Breast Cancer but they are making great strides in detection. She invited the city to join the upcoming Making Strides Cancer walk and expressed thanks for the Proclamation.

c. Community Planning Month – October
Commissioner Wood read the Proclamation. City Manager Bhatti and Community Development Director Tammy Reed-Holguin received the Proclamation.
6. PUBLIC DISCUSSION

Dorothy Borgelin spoke on an issue regarding political signs being removed from resident’s yards and inquired what to do. Attorney Goren responded that it is a police issue and if someone is trespassing on your property without permission and removing items that are on your property it is either civil or criminal and that is an issue for BSO to decide.

7. ORDINANCES SECOND READING

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

a. Ordinance – Second Reading – Amending Section 106-3 and 106-208 of City Code of Ordinances Prohibiting the Issuance of any Licenses or Permits for Uses that Involve the Cultivation, Processing and Dispensing of Medical Marijuana/Cannibas Including Medical Marijuana Treatment Centers (MMTC)

AN ORDINANCE OF THE CITY OF NORTH LAUDERDALE, FLORIDA, AMENDING CHAPTER 106 OF THE NORTH LAUDERDALE CODE OF ORDINANCES, ENTITLED “ZONING,” AMENDING SECTION 106-3 ENTITLED “DEFINITIONS,” TO PROVIDE FOR A DEFINITION OF MEDICAL MARIJUANA TREATMENT CENTER DISPENSING FACILITIES;” CREATING SECTION 106-208 ENTITLED “MEDICAL MARIJUANA TREATMENT CENTER DISPENSING FACILITIES PROHIBITED”; PROVIDING FOR PURPOSE AND FINDINGS; PROHIBITING MEDICAL MARIJUANA TREATMENT CENTER DISPENSING FACILITIES WITHIN THE CITY OF NORTH LAUDERDALE; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.

Tammy Reed-Holguin presented the item based on the back up memorandum. She stated the City Attorney previously reported that prohibiting MMTCs in North Lauderdale will not preclude residents from access to treatment centers. There are other cities allowing the centers as well as online access available. She reported are currently thirteen cities that adopted regulations to allow the MMTC’s. There are sixteen other cities in Broward County that have banned the centers and two cities that have temporary moratoriums in effect. She advised the first reading of the ordinance was passed on September 12, 2018 and tonight, staff is seeking consideration of adoption on second reading. Commissioner Graziose moved to adopt. Seconded by Mayor Brady. There was no discussion. Clerk called roll. All YES.

ORDINANCE NO. 18-09-1380

b. Ordinance – Second Reading - Amendment to Chapter 106 “Zoning” Section 106-3 “Definitions” of the City’s Code of Ordinances to Clarify the Definition of Swale

Commissioner Graziose moved to read. Seconded by Commissioner Wood.
Attorney read:
AN ORDINANCE OF THE CITY OF NORTH LAUDERDALE, FLORIDA, AMENDING SECTION 106-3 ENTITLED “DEFINITIONS” OF THE NORTH LAUDERDALE CODE OF ORDINANCES TO CLARIFY THE DEFINITION OF SWALE, PROVIDING FOR STIPULATIONS AND CONDITIONS; PROVIDING FOR DEFINITIONS PROVIDING THAT PROVISIONS NOT VARIED BY THIS ORDINANCE REMAIN IN FULL FORCE AND EFFECT; PROVIDING FOR CONFLICTS; PROVIDING FOR INCLUSION IN THE CODE AND PROVIDING AN EFFECTIVE DATE.

Tammy Reed-Holguin, Community Development Director presented the item based on the back up memorandum. She explained the City Staff has had to clarify for maintenance purposes the sidewalk is included as part of the swale area and it is the responsibility of the property owner to maintain it. Ms. Reed-Holguin stated the Commission unanimously approved this item on first reading on September 12, 2018 and tonight, Staff is are seeking consideration of adoption on second reading. Commissioner Graziose moved to adopt. Seconded by Commissioner Wood. There was no discussion. Clerk called roll. All YES.

ORDINANCE NO. 18-09-1381

At this time Vice Mayor Moyle, as Chair, announced there were items on the Agenda that were going to be taken out of order beginning with item 9b. There were no objections.

8. OTHER BUSINESS

Attorney read:

a. SUBJECT: Request to Extend Hours of Operation for New Year’s Eve

APPLICANT: Polish American Club of Fort Lauderdale, Inc.
935 Rock Island Road, North Lauderdale

MOTION: To approve the Polish American Club’s New Year’s Eve Party and to permit to remain open until 4:00 AM to serve breakfast with no alcoholic beverages served after 2:00 A.M.

Tammy Reed-Holguin, Community Development Director presented the information as provided in the memorandum. She explained that this is an item that is brought before the Commission every year. The Polish American Club is a non-profit organization requesting to hold their New Year’s dinner and dance until 4 am. According to city code only nightclubs can be open until that hour. The party is for members and their guests and will not be open to the public. Commissioner Graziose moved to approve with the three conditions. Seconded by Commissioner Wood. There was no discussion. None were opposed.

MOTION APPROVED

b. RESOLUTION - Approval of the P25 Radios Procurement for BSO

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 AN EXPENDITURE OF $312,632.68 FOR THE PURCHASE OF P25 RADIOS FOR THE LAW ENFORCEMENT DEPARTMENT FOR THE MIGRATION TO BROWARD COUNTY’S REGIONAL 911 SYSTEM; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Susan Nabors, Finance Director, presented the item based on the back up memorandum. She explained that the city contracts with BSO for its police services and the County is in the process of transitioning their communication system to the new 911 system with the P25 radios. Motorola Solutions Inc. has been chosen as the sole provider for the new radio system. The migration to the new P25 radios involves the replacement of an estimated 8000 radios across the majority of all Broward County public service agencies which includes BSO and the municipalities that contract with BSO. The City of North Lauderdale has approximately 67 radios that require replacement. Staff is asking for approval of the resolution for the purchase of radio equipment at the estimated cost. The first payment would be budgeted for FY 2020. City Manager Bhatty stated the total cost is spread over three years and there will be no adjustment required to the FY 2019 budget. She explained a lot of the communication centers have now been consolidated into two or three sites in the County. She indicated previously a lot of 911 calls were being dropped. They are hoping that with the new technology being compatible with the communication towers that the emergency calls will come through in a timely manner. Captain McCoy stated the upgrade to the P25 radio system is a national mandate that all public safety agencies go to a better system. The County is upgrading their emergency radio communication system which is about 30 years old. Captain McCoy explained the communication system and stated one of the requirements is to upgrade all the radios to make them compatible to talk to other agencies and disciplines like the firefighters and partners in other Counties as well. Ms. Bhatty stated since the City is paying for these radios they will remain the property of the City. Commissioner Graziose described a few of the issues with the prior system and mentioned the system presents a problem with cell phones. He stated after Hurricane Irma, the radio agencies got overloaded and commented there are still cities discussing the locations of cell towers which will improve the communication. He further stated the City of North Lauderdale did not have a problem with the 911 calls which he attributed to being on the system from the beginning. Ms. Bhatty stated the fire department and police department will be on the same radio frequency. Commissioner Graziose moved to approve. Seconded by Commissioner Wood. Attorney read:

RESOLUTION NO. 18-09-6558

c. RESOLUTION - Authorization to Execute the Transportation Surtax Interlocal Agreement between Broward County, the Broward County Metropolitan Planning Organization and the City of North Lauderdale

Commissioner Graziose moved to read. Seconded by Mayor Brady. Attorney read:
Tammy Reed-Holguin, Community Development Director presented the item based on the back up memorandum. She stated they are presenting the attached Resolution and Surtax Agreement for approval to enter into an Agreement with Broward County and MPO. Ms. Reed-Holguin thanked Commissioner Graziose, City Manager Bhatty and Public Works Director George Krawczyk for their assistance on pursuing this item and obtaining information to bring back to the City Commission. She provided background on pursuing this item and obtaining information to bring back to the City Commission. She provided background on the surtax levy stating that on June 5, 2018, the County Commission voted to place the proposed transportation surtax on the November 6 ballot for consideration by the countywide electorate. Also, the County Commission enacted a Transportation Surtax Ordinance which provides a process for municipalities to apply for project funding from surtax proceeds. She indicated in order to be eligible to apply during FY 2018-19, the municipality is required to enter into the attached Interlocal Agreement prior to September 30, 2018. She advised they do have a list of projects they have submitted. Ms. Reed-Holguin stated if the Commission does not enter this first ILA prior to September 30, 2018 they would not be eligible to receive funding during the first year if the surtax is approved. If the surtax referendum is approved the County will work with each city and enter into individual ILA agreements, which will further define the projects undertaken in the city and the specifics of the community bus as it pertains to their city. If the Commission chose to wait to see if the surtax is approved and then negotiate this additional Interlocal agreement then the city would not receive funding the very first year of the program. She advised City Administration requests consideration and approval of the resolution to authorize the Mayor and City Manager to execute the proposed transportation surtax Interlocal Agreement and then they will work with the City Clerk’s Office to get back to the County to make the deadline of September 30, 2018. Commissioner Graziose moved to approve. Seconded by Commissioner Wood. Commissioner commented there have been several meetings to address the issues and that everyone has done a wonderful job. Ms. Bhatty stated when they first started to review the ILA Agreement it was vague in certain areas, including the high number requirement for ridership for the community bus shuttle program. She advised with the surtax funding the community bus shuttle program can be restarted. Ms. Bhatty explained the ridership number requirement is harder for smaller cities that have a smaller population, no large shopping centers and no employment hub. She further advised the only reason they had to terminate the program in the city was due to not being able to meet the ridership requirement of 5.65 riders. Ms. Bhatty indicated the Interlocal agreement needs to be submitted by the September 30th deadline to receive funding, and if the surtax is approved on the Nov. 6 ballot then the County will work with each individual city to come up with individual Interlocal Agreements which will address the specifics of the projects that the city will be submitting. She explained how the funding, if received, will be used for city projects. She mentioned an upcoming workshop at the Community Center in Tamarac that will provide a toolkit to educe the residents. Commissioner Graziose mentioned two ideas for formulas to calculate the community bus ridership that are being discussed with the MPO. He stated that the formula calculates ridership based on the population of a city and also on a pro-rated percentage. No further discussion. Clerk called roll. All YES.

RESOLUTION NO. 18-09-6559
d. RESOLUTION - Contract Renewal - Pump Station Maintenance Services, LLC

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

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF NORTH LAUDERDALE, FLORIDA, AUTHORIZING THE CITY MANAGER TO RENEW THE CONTRACT WITH PUMP STATION MAINTENANCE SERVICES, LLC, FOR ONE ADDITIONAL YEAR BEGINNING OCTOBER 1, 2018 THROUGH SEPTEMBER 30, 2019; IN AN AMOUNT NOT TO EXCEED $250,000 FOR THE CITY’S 28 SEWAGE LIFT STATIONS MAINTENANCE SERVICES; AND PROVIDING AN EFFECTIVE DATE.

George Krawczyk, Public Works/ Utilities Director, presented the item based on the back up memorandum. He advised the contract before him is for the Pump Station Maintenance Services, LLC, a company which is outsourced and that has been maintaining the City’s sewage lift stations for 28 years. Mr. Krawczyk explained how the lift stations operate throughout the city’s network. He requested a budget amount of 250,000 for this service for FY 18/19 and recommended using the company again for another year. He advised this company helped during the Irma event with keeping the levels down to prevent outflow onto our roadway and they are very adept with the city system. Ms. Bhatty stated it is a very complex system of pipes throughout the city and this company fully understands the city’s system. She emphasized that if the city is without power, we cannot live without a lift station not working or else the residents would see sewage outflow on the street. Commissioner Graziose moved to approve. Seconded by Commissioner Wood. No discussion. Clerk called roll. All YES.

RESOLUTION NO. 18-09-6560

e. RESOLUTION - Waste Pro of Florida Inc. - Disposal Rate Increase

Commissioner Graziose moved to read. Seconded by Commissioner Wood.
Attorney read 8e out of order with no objections:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF NORTH LAUDERDALE, FLORIDA, RECOGNIZING THE RATE INCREASE OF 2.36% FOR SOLID WASTE DISPOSAL FOR RESIDENTIAL AND COMMERCIAL ACCOUNTS FROM WASTE PRO OF FLORIDA INC. TO COVER THE PASS THROUGH DISPOSAL COST INCREASE FROM WHEELABRATOR TECHNOLOGIES INC. INCORPORATED HEREIN; AND PROVIDING FOR AN EFFECTIVE DATE.

George Krawczyk, Public Works/ Utilities Director presented the item based on the back up memorandum. He explained the city solid waste program is divided into two major components; the disposal and pick up side. The solid waste collection is operated by Waste Pro, Inc, our franchise vendor, and the solid waste disposal are conducted by Wheelabrator Technologies through an Interlocal Agreement with the County. The residential solid waste is paid for through our tax assessment, and the 2.36% is included in the assessment and there is no increase to the residents. The solid waste for commercial properties is billed directly by Waste Pro. Mr. Krawczyk explained the resolution is required to authorize the rate increase of 2.36 % for solid waste disposal for residential and commercial accounts from Waste Pro to cover the pass through disposal cost increase from Wheelabrator Technologies Inc. City Manager Bhatty clarified there is no additional increase on the Waste Pro contract, it is just a pass through cost that Waste Pro has to pay to Wheelabrator. There is no additional impact on the residential properties because this increase is based on the Consumer Price Index (CPI)
which is already included in the annual garbage assessment that residents pay. Commissioner Wood advised that our disposable waste no longer goes to a landfill; it goes to Wheelabrator to be burned to create energy which provides electricity to homes. He commented that we know there are costs that have to be adjusted as we go through contracts and to haul out waste costs a lot of money. **Commissioner Graziose moved to approve. Seconded by Commissioner Wood.** Commissioner Borgelin questioned the spreadsheet showing an increase for residential properties. Ms. Bhatty clarified the disposal rate for residential properties and she advised the increase is already included in what the residential properties pay on their tax bill. She stated the statement “no impact” to residential properties means that there is no additional impact to what they are already paying because that was already factored into the proposal. Kenny Rivera, Division Manager for Waste Pro, explained the process involved in relation to the pass through cost to pick up trash and to dump the solid waste which is affecting cities all over Broward County, and other Counties as well. **No further discussion. Clerk called roll. All YES.**

**RESOLUTION NO. 18-09-6561**

f. **RESOLUTION - Aquatic Center Restroom Renovation Project**

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

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF NORTH LAUDERDALE, FLORIDA, AUTHORIZING THE EXPENDITURE IN AN AMOUNT NOT TO EXCEED $60,000 TO RENOVATE THE AQUATIC CENTER RESTROOMS IN ACCORDANCE WITH THE CITY’S PURCHASING PROCEDURES; PROVIDING FOR AN EFFECTIVE DATE.**

Mike Sargis, Parks and Recreation Director presented the item based on the back up memorandum. He advised one of the projects under the Parks and Recreation General Funds budget is the renovation of the existing restrooms at the Jerry Resnick Aquatic Center. He explained the restrooms are 30 years old and they have never had a major renovation with the exception of a new floor that was put in about 10-12 years ago and a few new urinals. He advised over the years they have budgeted to renovate the Aquatic center with a new splash pad, the waterslide, the new pool surface and pump station and now the restrooms. He indicated some of the work will be done by in house staff and other work by subcontractors and they do not anticipate the project costing more than 24,999.99. He described the work involved with the project. Mr. Sargis requested the Commission’s approval of the resolution authorizing the project to begin awarding contracts starting October 1, 2018, advising there is a small time frame to complete the work. **Commissioner Wood moved to adopt. Seconded by Mayor Brady. No discussion. Clerk called roll. All YES.**

**RESOLUTION NO. 18-09-6562**

9. **REPORTS**

a. **Update on Licensing and Inspection Program for Residential Rental Property**

Tammy Reed-Holguin reported on the Licensing and Inspection program. She introduced Mark Bridgepaul, a Code Compliance Officer, who has worked on the residential rental program for the city. She presented the information based on the power point presentation provided at the meeting. She explained the background on the rental program with the adoption of an ordinance for local business tax receipt that was expanded to include single family homes that are rental properties. The registration process is similar to obtaining a business tax receipt for a business. They began by sending out 5,300 notices to the non-homestead properties as listed in the property appraiser’s office records. Ms. Holguin-Reed described the entire application process, advising an application is submitted by the rental
properties, and then a city in-house code officers performs an inspection on the property which keeps the cost down. She stated the program helps to make sure the properties are safe and healthy for the renters, maintains our property values and the appearance of our neighborhoods. Ms. Holguin-Reed reviewed the before and after photographs of the improvements to properties as a result of the program. Ms. Bhatt advised the reason the program was implemented was that they were finding a lot of the properties were being rented and sub-rented with illegal additions and safety hazards. Commissioner Graziose commented that he was glad he pushed for the program and referenced several rental homes that were remodeled. He advised the neighborhood has improved since the program has been in place. He thanked staff for their work. Commissioner Graziose stated that Village Mobile Home Park is another issue where we need to improve the living conditions. Ms. Bhatt advised they cannot implement the program for mobile homes as they are not considered single family homes by the State. Commissioner Borgelin commented that he previously brought up issues regarding the Silver Lakes area. He requested a report on all residential rental properties in District D and he would like to receive inspection reports to know how many properties were cited for noncompliance as the living conditions in that area is an issue and requires attention. Ms. Reed-Holguin advised those are duplexes that were already a part of the program. She stated she can generate a report by address to provide a list of properties that are licensed and that have code violations. Ms. Bhatt stated we can do aggressive code enforcement in that area. Ms. Reed-Holguin advised they recently distributed informational brochures on violations for trash cans, debris piles and unlicensed vehicles. Commissioner Borgelin commented the issues are inside the properties and in the backyards. Ms. Bhatt stated the duplexes fall under regular code enforcement and this program is for single family homes for landlords and renters that give permission to enter. Commissioner Borgelin advised they are rented with owners that live outside the city and do business here. There was discussion on addressing the renters. Commissioner Borgelin emphasized the situation needs to be addressed.

b. Commercial Rehabilitation Program – Town Center Plaza, 958 SW 81st Avenue – Bilu Foundation, LLC

Tammy Reed-Holguin reported on the first revitalization program and provided a brief history on the rehabilitation program. She advised as part of the program the commercial property owners could come to the city for matching funds to renovate properties. She reviewed the criteria they had to meet which advised they were looking for existing shopping centers that needed a face lift with owners that were willing to invest in their properties. She explained the matching fund grant which provides $50,000 with a 50% match, and they must have owned the building for 12 months to apply. The funding becomes a mortgage or a lien on the property for five years. The eligible activities that can be funded through the grant include painting, the awnings, signage on the front of property, windows and doors. Ms. Reed-Holguin reported information on the first revitalization program at the Town Center Plaza. She presented photographs of the different phases of the rehabilitation to the plaza. Mr. Bilu, property owner off the Town Center Plaza, greeted the Commission and expressed thanks to the city staff that assisted him through the rehabilitation program. He stated he is happy to be a part of the beautification of the city and plans to be a part of the city for a long time. Commissioner Wood commented one of his biggest projects as a Commissioner is the revitalization of the plazas and he could see the difference in this plaza. He hopes there will be a ribbon cutting and that the owner will join the Chambers of Commerce. Commissioner Borgelin commented on the great job done and questioned if there is more to expect from the plaza. Mr. Bilu spoke on the next stage of rehabilitation to the plaza. Commissioner Borgelin advised tenants have inquired on what will be done to improve the flooding conditions in the parking lot and there were complaints by two tenants regarding tax increases. Mr. Bilu replied he does not collect any taxes; he only collects the rent when they are able to collect it as many of the tenants are not able to pay the rent.

At this time Vice Mayor Moyle, as Chair, announced item 8e was being taken out of order. There were no objections.
10. COMMISSION COMMENTS

a. Discussion and possible motion to approve table of 8 in the amount of $400 for the Tamarac North Lauderdale Chamber of Commerce Holiday Gala on Saturday, December 8, 2018 at 7:00 pm

City Manager Bhatti advised the Chambers are holding their annual Gala event at the Polish American Club and they are requesting the Commission to purchase a table to attend. She mentioned this is the same night as the city holiday parade and tree lighting; and the Gala would be right after that. Commissioner Wood moved to purchase a table of 8 for the Gala event on December 8. Seconded by Commissioner Graziose. No discussion. Clerk called roll. All YES.

Mayor Brady:

- Thanked everyone for the great job they are doing at city hall and he knows our new employees will be a good addition.

Commissioner Graziose:

- MPO Bus Route Survey
Commissioner Graziose advised the MPO asked Ed Simmons with Teleperformance to conduct a survey asking how many of the employees would utilize the community bus service. Broward County Transit is working with City of Margate to extend one of their routes to stop in the Teleperformance parking lot. They are also working with City of Tamarac to extend their route over to Teleperformance. The bus route survey will help with the ridership for the community bus service. He commented if the surtax passes we should have a new bus route on Rock Island and McNab Road.

- 12 Amendments Presentation by Chris Smith
Commissioner Graziose advised he attended a function where Chris Smith put together a presentation in which he summarized the 12 Amendments identifying in bold the additional language that was included in the middle of these Amendments.

- New Federal Grant – CSLIP
Commissioner Graziose advised the MPO is working on a new Federal Grant called CSLIP, a Complete Streets and other Localized Initiatives Program, which is another Federal fund for local projects. He stated they like our North Lauderdale Avenue project from Bailey Road to Southgate Blvd which includes traffic calming devices, circles, bike lanes, road reduction north of Hamptons Park and the traffic signal at North Lauderdale Ave and Southgate Blvd. He thanked Tammy Reed-Holguin, George Krawczyk, and Andrew Disbury for their help with the grant.

- Wraps
Commissioner Graziose updated on the wraps that are being placed on the utility boxes in the city by Sign on Times, started through MPO committee with Broward County. He has received many calls regarding the beautification of those utility box wraps and how they make the city look nicer. He requested a consensus to develop an (ILA), Interlocal Agreement between our city and several other cities between our code officers. The ILA would allow a code officer to enter other cities to site for damages to the wraps such as with posters being placed on the utility boxes.
• **Beautification Award**
Commissioner Graziose advised he had the opportunity to celebrate and to bring the award sign to the Beautification Award winner at 6141 SW 15 CT. Commissioner Graziose thanked all the staff for their help with the city projects.

**Commissioner Borgelin:**

• **Illegal left turns on 81st**
Commissioner Borgelin reported issues on 81st with people making a prohibited left onto incoming traffic. Ms. Bhatty inquired with George Krawczyk, Public Works/Utilities Director, asking if this is the intersection where a triangle cut can be done to force people to go right and not make a left. Mr. Krawczyk responded yes, it is on the schedule for the next fiscal budget and it is in the works. He explained the process involved; advising a study needs to be conducted first, an engineer needs to design the proper median diverter and there are DOT standards that need to be followed. Ms. Bhatty inquired if right turn only signs can be placed there to make the people aware they should only make a right turn. Mr. Krawczyk replied per our ILA, the County puts the signs in and a traffic engineer needs to conduct a study. Ms. Bhatty advised we can put in the request with the County now. Ms. Bhatty also commented once we have a directional sign posted then BSO will start to issue tickets to anyone making an illegal left turn.

• **BSO Office Hours**
Commissioner Borgelin reported complaints from residents regarding the city BSO office operating hours. Ms. Bhatty advised the front desk is open until 5pm. Captain McCoy provided the BSO office operating hours. He explained on the weekends the BSO office is not staffed and there is a phone on the outside that connects you to the dispatch office to handle the call which is put in a queue with other calls that are handled according to priority.

• **Burglaries on 81st area**
Commissioner Borgelin reported the residents are concerned with the burglaries in the area on 81st. He advised the residents are requesting more police visibility. Ms. Bhatty addressed the concern to Captain McCoy with regard to having more deputies patrol the area more frequently.

• **SRO’s at Pinewood Elementary**
Commissioner Borgelin stated he is advocating for SRO’s at Pinewood Elementary, a school in his district. He referenced the incident at Parkland making the point we need to do whatever it takes to protect our kids and that parents are afraid to send their kids to school. He spoke on the difference between the Guardian program and SRO’s, the importance of our resident’s interests and finding a way to fund the program.

• **Statement**
Commissioner Borgelin made a statement regarding the treatment he has received from his colleagues as an elected official that he will not tolerate. He elaborated on the comments made towards him and the need to treat colleagues with respect. He stated this is unacceptable behavior of a public servant.
Vice Mayor Moyle:

- **Statement**
  Vice Mayor Moyle stated he and the Mayor have both been the recipients of comments; and in politics one needs to be able to continue to move forward. They have been able to accomplish a lot over the years by not getting confrontational on the dais which gets in the way if one responds to criticism.

- **Canal work**
  Vice Mayor Moyle spoke on the excellent work done on the canal and advised we just need to work on an ordinance against planting certain trees on the swale.

11. **CITY MANAGER COMMENTS**
   a. New Chess Club Program Beginning on Monday, October 11th at the Teen/Rec Center for Beginner, Intermediate and Advanced Players on Mondays and Thursdays from 6:30 – 8:00 pm

  City Manager Bhatti provided information on the Chess program offered to those who would like to learn how to play chess which is free to attend.

12. **CITY ATTORNEY COMMENTS** - City Attorney had no comments to report.

13. **ADJOURNMENT** – There being no further business the meeting adjourned at 9:39 pm.

Respectfully submitted, City Clerk, Patricia Vancheri
Transcribed by Deputy City Clerk, Elizabeth Garcia- Beckford
PROCLAMATION

AMERICAN CANCER SOCIETY

Whereas, each year on the third Thursday in November, the American Cancer Society Sponsors the Great American Smokeout as an engineering event to encourage Americans to stop smoking; and

Whereas, the United States Surgeon General says that cigarette smoking is still a major single cause of cancer mortality in the United States and remains the most preventable cause of premature death in our society; and

Whereas, for years, millions of smokers have participated in the American Cancer Society’s Great American Smokeout, which is day set aside on which they give up cigarettes for 24 hours in the hope that they may give up the habit and quit for good; and

Whereas, smoking kills people and there is no safe way to smoke tobacco, quitting – even for one day – has immediate and long-term benefits at any age.

Whereas, smokers who quit live longer that people who continue to smoke and reduce their risk of lung cancer, heart disease and stroke; and

Whereas, quitting is hard, but The American Cancer Society can help with many tools, resources, programs and support which can increase one’s chances of quitting successfully.

NOW, THEREFORE, We, the City Commission of the City of North Lauderdale, Florida hereby proclaim

NOVEMBER 15, 2018 as the GREAT AMERICAN SMOKEOUT DAY

and encourage all citizens who smoke or use other tobacco products to demonstrate to them and others that they can quit for the day and perhaps go the distance to finally give up smoking permanently.

Dated this 30 day of October, 2018

MAYOR JACK BRADY
Tonight we are presenting a request from Good Karma Pet Rescue for a Special Exception Use permit (SEU 18-07) to allow a non-profit animal rescue operation as a primary use with veterinarian services and overnight boarding as ancillary uses at 3601 W. Commercial Boulevard Bay #19. This request is made in accordance with “Article IV Special Exception Uses” of the City’s Code of Ordinances.

Background:

The applicant, a non-profit animal rescue organization, is proposing to expand its primary use of an existing licensed and operating administrative office, located at 3601 W. Commercial Boulevard Bay #19, to include veterinarian services and overnight boarding as ancillary uses. The property is zoned B-3 and the proposed use of a non-profit animal rescue office along with a veterinary clinic and overnight boarding is not listed as a use per right in the City’s Zoning Code or Master Business List. Therefore, the applicant was not able to obtain a Business Tax License for the expanded ancillary uses. However, pursuant to Section 106-467(17), if a business licensed is denied, the applicant can apply for a Special Exception Use permit. Also given the uniqueness of the proposed use, staff recommends that an SEU be required with special conditions attached to insure that the unique use does not negatively impact the other tenants or the neighbors in adjacent properties and that the facility is operated within the pertinent State and County health regulations.

This bay is located in the west building toward the rear of the plaza away from Commercial Boulevard and is approximately 1,650 square feet. Per the applicant’s letter of intent, the applicant will be providing a meeting place for potential adopters to view dogs and cats only and fill out the necessary pet adoption forms at this facility. Most of the workers will be volunteers. Additionally, there will be a licensed veterinarian on call should any of the adoptees need care before going home. The vet will also provide spay and neuter services for the animals to be adopted. The applicant intends to expand this service to the public if approved by Broward County to provide the “SNIP” program. Boarding of
animals overnight will be provided on a limited as needed basis. However, the letter states that there will be 3-4 cats housed on the premises on a rotating basis. The applicant requested at the Planning and Zoning Board meeting that the number of cats allowed overnight be increased to 6. They also explained that only in rare emergencies related to the unavailability of a foster family would a dog be housed overnight. They indicated that they will make every effort to re-house the animal with another family or in the case of medical emergencies, move them to a veterinarian’s office. There will be no retail sales from this bay. Finally, the pet rescue has remote access control ensuring the safety of pets and people. Only Good Karma staff, pet supply deliveries and people looking to adopt will need to enter and exit the building.

The applicant requested in their attached letter of intent that the hours of operation be from 9:00 A.M. to 8:00 P.M. Monday through Sunday. However, during their presentation before the P & Z Board, they requested that the hours be amended to allow them to open at 7:00 am to intake dogs and cats who will be neutered that day.

Listed below are the analyses pertaining to the proposed SEU permit

**Economic Analysis**

The economic impact could be beneficial to the City of North Lauderdale. The proposed use of a non-profit headquarters with veterinarian services and overnight boarding would bring a tenant into a vacant space in the large commercial plaza.

**Traffic Analysis**

The proposed use will require 9 parking spaces of the existing 260 spaces in the plaza as the general office parking calculation of 1 parking space for every 200 square feet applies. The facility being by appointment only and controlled access will help reduce the amount of walk- in clients and drive by traffic reducing congestion for the other businesses in the plaza.

The Planning and Zoning Board met on October 2, 2018. After a staff presentation, the Board also heard from the manager of Kozy Kamper, a neighboring business, and their legal counsel. After discussion, the Board voted unanimously to recommend approval of the item for consideration and approval by the City Commission with the following changes to the proposed conditions:

- Amending condition 4 regarding hours of operation at the applicant’s request to allow opening at 7 am instead of 9 am
- Revising condition 9 to read “no more than 6 cats will be housed at the facility at one time”
- Revising condition 10 to allow six cats from four cats for overnight boarding
- Deleting condition number 11
- Adding two new conditions at the request of the Kozy Kamper property:
  - No animals shall be walked along the RV camp ground or behind the building
  - The back door to bay 19 to be kept closed at all times, unless needed for making deliveries.
RECOMMENDATION

The City Administration has no objections to the revised conditions recommended by the Planning & Zoning Board. Should the City Commission concur with the Planning and Zoning Board and wish to approve the proposed SEU permit, the following conditions as amended should apply:

1. That the applicant complies with all applicable codes of the City regarding the development and operation of a pet rescue non-profit as a primary use and veterinarian and boarding as ancillary uses.
2. That all terms, conditions, and provisions imposed by the City Commission, Planning and Zoning Board, and staff, including all life, health, and safety codes pertaining to this facility are met prior to commencing, and during operation.
3. The bay shall be properly sound-proofed to alleviate or minimize disturbance from the animals to other businesses or residences.
4. That the applicant adheres to the hours of operation stated in the letter of intent as 9:00 A.M. to 8:00 P.M. Monday through Sunday. Should the applicant want to change these hours or days of operation in the future, they must apply to Commission for an amendment of the SEU.
5. In the event that outside problems arise as a result of the operation of this establishment, such as noise, parking, traffic and/or other nuisances, the applicant makes all improvements required to mitigate these nuisances so as not to negatively impact adjacent commercial and residential area.
6. Applicant shall obtain proper approvals such as Certificate of Occupancy and Local Business Tax Receipt from the City or amend their existing Tax Receipt to include this expansion of business operations.
7. Applicant shall obtain necessary approvals and inspections from any outside regulatory, licensing or health agencies as required.
8. Applicant agrees to permit access by the City inspectors to insure the sanitary conditions of the facility for the health and safety of the animals.
9. No more than four six cats will be housed at the facility at one time.
10. Should the applicant wish to house dogs or animals unrelated to veterinarian care and other than the four six cats referenced above in the future, they must apply to the City to amend the SEU.
11. Boarding or housing of animals overnight other than the 4 cats shall be directly associated with veterinary orders or care.
12. Any and all animal waste will be properly disposed of and treated to minimize odor.
13. No animals shall be walked along the RV camp ground or behind the building.
14. The back door to Bay 19 shall be kept closed at all times, unless needed for making deliveries.

MOTION:

If the City Commission wishes to approve the proposed SEU, a motion is in order as follows:

“To approve the Special Exception Use Permit allowing a non-profit animal rescue office as primary use with veterinarian services and overnight boarding as ancillary uses within a (B-3) General Business District subject to the thirteen conditions listed in staff’s memorandum.”
Date: July 26th, 2018

RE: 3601 W Commercial Blvd. Unit 19, North Lauderdale, FL 33069

From: Joseph Maas, TMT Properties, Inc.

Subject: Good Karma Pet Rescue – Permission to Operate Veterinary Clinic

To Whom It May Concern,

The purpose of this letter is to explicitly state that we have granted permission for the tenant, Good Karma Pet Rescue, to operate a veterinary clinic in the leased space. We are also aware and approve of Good Karma Pet Rescue’s initiative to set up a cat adoption room for cats to reside in and for people from the public to meet them.

Should you have any questions, feel free to contact me directly at joseph@tmtproperties.com or (954) 618-7353.

Thank You,

Joseph Maas, P.A.
General Manager, Operations Division
TMT Properties, Inc.
SPECIAL EXCEPTION USE APPLICATION

APPLICANT NAME: Good Karma Pet Rescue

Mailing Address: 3601 W. Commercial Boulevard, #19
Street: North Lauderdale
City: FL
Zip: 33309
Telephone: (954) 200-1738

PROPERTY OWNER: Stacey Tollackson

Mailing Address: 3343 NW 40th Street
Street: Fort Lauderdale
City: FL
Zip: 33308
Telephone: (954) 491-8655

Location of Special Exception requested: 3601 W. Commercial Boulevard, #19/North Lauderdale FL 33309

Name of Business: Good Karma Pet Rescue
Current Use: Office Use

Please explain nature, extent, scope and purpose of proposed use: We are a non-profit 501(c)(3) organization founded in 2011 as a foster-home based animal rescue whose mission is to rescue, rehabilitate, and adopt out domesticated animals, primarily dogs and cats. Our organization promotes humane and responsible pet ownership to raise awareness and to provide solutions to reduce pet overpopulation. We were able to rescue, provide medical care to, sterilize, and rehome over 1,700 animals in our community in 2017. We are new tenants at the above-referenced address.

The rental unit will serve as our veterinary office, with Dr. Anna Gregard performing examinations and spay/neuter surgeries for the animals in our rescue. Dr. Gregard will operate as an independent contractor with her own self-paid professional insurance. After we obtain proper documentation through Broward County, we intend to perform low-cost “SNIP” program spay/neuter surgeries during limited days and times as a service for the community toward the goal of reducing pet overpopulation in our county. The veterinary office will also serve as administrative space for our volunteers to perform clerical tasks necessary for the rescue, e.g. recordkeeping and email communication. The unit serves as the storage space for our rescue’s pet supplies; volunteer foster parents come to the unit to pick up supplies such as food, cages, and preventative pet medication when needed. Once we have the approval from the City, one room will be used to house a rotating 3-4 foster cats and, should volunteers or members of the public wish to visit with them, they will be able to spend time with them in a lounge-type room set up with sofa and television. These 3-4 cats will reside in the lounge until they are adopted or rotated back out into a foster home. The lounge in the future may be used for small, pop-up adoption events for potential adopters to meet a small number of the rescue’s animals. As the space is extremely small, this would be done on small scale and should cause no disruption to other tenants in the plaza or the City. Everyone performing tasks on the premises is an unpaid volunteer, aside from the IC veterinarian, and there will be no retail sales taking place on the premises. Volunteers will also use the rental unit as a meeting space for foster pet hand-offs or meet & greets.

The veterinary office will be staffed with unpaid volunteers for hours set as needed. Volunteers will have access to the lobby as needed via coded lock at the front door. No public hours will be posted as we are not a public veterinary office or public shelter. Volunteers are routinely scheduled to be present from 9am to 8pm as they are available.

Applicant Signature: [Signature]
Date: 3/29/18

PLEASE NOTE:
If applicant is not the owner of the parcel of land for which this Special Exception Use Application is filed, an AFFIDAVIT by the owner or owner’s representative must be filed with this application. The owner’s affidavit must acknowledge the above signed applicant, the use for which the Special Exception Use is being filed and the specific location of the proposed activity.

BELOW TO BE COMPLETED BY THE COMMUNITY DEVELOPMENT DEPARTMENT
Andrew Disbury  
Community Development Specialist  
Community Development Department  
City of North Lauderdale  
701 SW 71st Avenue  
North Lauderdale, FL 33068

Stacey Tollackson  
Good Karma Pet Rescue  
3601 W. Commercial Blvd  
Unit 19  
N. Lauderdale, FL 33309

RE: Special Exception Use Application

Dear Mr. Disbury,

Please accept this justification letter for Special Exception Use on behalf of Good Karma Pet Rescue. Attached you will find our completed Special Exception Use (SEU) application and a copy of the floor plan. This letter may be used as written permission from the owner, myself, to proceed with the SEU process.

Good Karma Pet Rescue is a tenant at the above-referenced North Lauderdale address. We recently submitted a business tax receipt application for office use. After speaking with various Community Development staff, we recognize that our business has many components that do not easily fit into any one category. As such, based on staff recommendations, we would like to apply for an SEU.

Good Karma Pet Rescue is a non-profit 501(c)(3) organization founded in 2011 as a foster-home based animal rescue whose mission is to rescue, rehabilitate, and adopt out domesticated animals, primarily dogs and cats. Our organization promotes humane and responsible pet ownership to raise awareness and to provide solutions to reduce pet overpopulation. We were able to rescue, provide medical care to, sterilize, and rehome over 1,700 animals in our community in 2017.

We would like the rental unit to serve as our veterinary office, with a licensed veterinarian, Dr. Anna Gregard, performing examinations and spay/neuter surgeries for the animals in our rescue. Dr. Gregard will operate as an independent contractor with her own self-paid professional insurance. After we obtain proper documentation through Broward County, we intend to perform low-cost “SNIP” program spay/neuter surgeries during limited days and times as a service for the community toward the goal of reducing pet overpopulation in Broward County.
City of North Lauderdale
Page 2

The veterinary office will also serve as administrative space for our volunteers to perform clerical tasks necessary for the rescue, e.g. recordkeeping and email communication. The unit serves as the storage space for our rescue’s pet supplies; volunteer foster parents come to the unit to pick up supplies such as food, cages, and preventative pet medication when needed. Once we have the approval from the City, one room will be used to house a rotating 3-4 foster cats and, should volunteers or members of the public wish to visit with them, they will be able to spend time with them in a lounge-type room set up with sofa and television. These 3-4 cats will reside in the lounge until they are adopted or rotated back out into a foster home. The lounge in the future may be used for small, pop-up adoption events for potential adopters to meet a small number of the rescue’s animals.

As the space is extremely small, all activities would be done on small scale and should cause no disruption to other tenants in the plaza or the City. Everyone performing tasks on the premises is an unpaid volunteer, aside from the independent contractor veterinarian, and there will be no retail sales taking place on the premises. Volunteers will also use the rental unit as a meeting space for foster pet hand-offs or “meet & greets”.

The veterinary office will be staffed with unpaid volunteers for hours set as needed. Volunteers will have access to the lobby as needed via coded lock at the front door. No public hours will be posted as we are not a public veterinary office or public shelter. Volunteers are routinely scheduled to be present from 9:00 a.m. to 8:00 p.m. as they are available. At this time we anticipate utilizing approximately five (5) parking spaces for our veterinarian, volunteers, and/or foster parent’s personal vehicles.

Should you have any questions after reviewing this letter and attachments, please do not hesitate to contact me at (954) 491-8655

Sincerely,

Stacey Tollackson, Owner
Good Karma Pet Rescue
Tonight we are requesting your approval of the submittal of the Community Development Block Grant (CDBG) application to Broward County for Year 45 funding. The County has notified City Administration that North Lauderdale’s share of CDBG funds for the 45th year (Fiscal Year October 2019 to September 2020) is approximately $262,243. The City must submit an application for the implementation of eligible projects before the contingent March 2018 deadline.

BACKGROUND:
The non-entitlement cities (under 50,000 population) within Broward County are designated a yearly allocation of Community Development Block Grant funds. As you know, the City of North Lauderdale has received funding through this process for many years. In past years, funding through this program has been used for a Residential Hardening Program and a Purchase Assistance Program. Most recently, the funds for the 44th CDBG program year that began October 1, 2018 will be used to improve the Silver Lakes Drainage system within the Silver Lakes neighborhood of the City. Based upon the needs of the City to continue to improve homeownership opportunities, it is recommended that we apply for the 45th Year’s funding be used for a purchase assistance program as described below:

1. **Purchase Assistance Program** - Utilizing approximately $262,243, the City will provide up to $30,000 in down payment and closing cost assistance to a minimum of seven (7) prospective first time homebuyers seeking residence within the City of North Lauderdale. The City’s Purchase Assistance Program is designed to assist with the City’s intent to preserve the existing housing stock by facilitating homeownership opportunities for very low to moderate income families. This program will also further the City’s efforts to stabilize the neighborhoods and maintain affordable housing.

The proposed use of funding was also presented to the Housing Authority at their last scheduled meeting held on October 2, 2018 for their review and endorsement. Attached is their Resolution endorsing the Purchase Assistance Program.
RECOMMENDATION:

The City Administration recommends Commission’s consideration and adoption of the attached resolution enabling the City Manager to take necessary steps to apply for CDBG funding and to execute the grant award agreements and take all necessary actions to implement the approved programs, including but not limited to extensions of time, line-item budget amendments, and program modifications, when funding becomes available. We also request the flexibility to adjust the funding and/or amend the programs incorporated into the application depending on the final response from Broward County. New programs will not be added without being brought back to the City Commission for consideration and approval. However, modifications to the allocations and descriptions or deletion of projects may be necessary to meet eligibility requirements.
RESOLUTION NO. ______________

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF NORTH LAUDERDALE, FLORIDA, AUTHORIZING AND DIRECTING THE CITY MANAGER OF THE CITY OF NORTH LAUDERDALE, FLORIDA, TO APPLY FOR AND TO FILE SUCH DOCUMENTS AS MAY BE REASONABLY REQUIRED FOR AVAILABLE 45th YEAR (FISCAL YEAR OCTOBER 1, 2019 – SEPTEMBER 30, 2020) COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS IN THE ESTIMATED AMOUNT OF $262,243 FOR THE PURCHASE ASSISTANCE PROGRAM PROVIDING THAT THE CITY MANAGER SHALL BE AUTHORIZED TO EXECUTE GRANT AWARD AGREEMENTS AND TO TAKE ALL NECESSARY ACTIONS, INCLUDING, BUT NOT LIMITED TO EXTENSIONS OF TIME, LINE-ITEM BUDGET AMENDMENTS, AND PROGRAM MODIFICATIONS TO IMPLEMENT SAID PROGRAMS IF AND WHEN FUNDING IS APPROVED; PROVIDING FOR FINDINGS AND CONCLUSIONS WITH REGARD TO THE BENEFITS TO BE DERIVED BY PROCESSING AND OBTAINING SUCH GRANT FUNDS; AND, PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of North Lauderdale has received Community Development Block Grant funding from Broward County for the past 29 years and;

WHEREAS, the City has been notified of the availability of funding for the 45th year and is desirous of applying for said funds; and

WHEREAS, in the past, the City has administered a purchase assistance program to assist first time home buyers with down payment and closing cost assistance to purchase a home within the City; and

WHEREAS, a purchase assistance program is not funded in Year 44 as the funding is being used to improve the drainage infrastructure within the Silver Lakes neighborhood of the City as a means of removing excess water to avoid flooding; and

WHEREAS, a need has been identified to operate said program during the next funding cycle to assist prospective income eligible applicants who are currently on a waiting list; and

WHEREAS, the City’s Housing Authority adopted Resolution No. 18-10-01 on October 2, 2018 endorsing the submittal of the CDBG application to operate a purchase assistance program; and

WHEREAS, Administration has recommended that an application be submitted for the Purchase Assistance Program; and

WHEREAS, Commission hereby finds it in the best interest of our citizens and residents to approve the submittal of said application to assist the first time homebuyers.
NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF NORTH LAUDERDALE, FLORIDA THAT:

Section 1: The foregoing "Whereas" clauses are hereby ratified and confirmed as being true and correct and are hereby made a part of this Resolution.

Section 2: The City Manager of the City of North Lauderdale, Florida is hereby authorized and directed to apply for and to file such documents as may be reasonably required for available 45th Year Community Development Block Grant funds in an estimated amount of $262,243 and to take appropriate actions to execute grant award agreements and to take all necessary actions, including, but not limited to extensions of time, line-item budget amendments, and program modifications to implement approved programs with regard to the Purchase Assistance Program.

Section 3: The City Commission finds and determines that it is in the best interests of the citizens and residents of the City of North Lauderdale, Florida, to apply for said Community Development Block Grant Funds for the funding of the City’s programs listed in Section 2.

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

PASSED AND ADOPTED BY THE CITY COMMISSION OF THE CITY OF NORTH LAUDERDALE, FLORIDA, ON THIS _____ DAY OF ___________, 2018.

APPROVED AS TO FORM:

________________________________
CITY ATTORNEY SAMUEL S. GOREN

________________________________
MAYOR JACK BRADY

________________________________
VICE MAYOR RICH MOYLE

ATTEST:

________________________________
CITY CLERK PATRICIA VANCHERI
RESOLUTION NO. 18-10-61

A RESOLUTION OF THE HOUSING AUTHORITY OF THE CITY OF NORTH LAUDERDALE, FLORIDA, ENDORSING THE APPLICATIONS FOR THE AVAILABLE 45th YEAR (FISCAL YEAR OCTOBER 1, 2019 – SEPTEMBER 30, 2020) COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS IN THE ESTIMATED AMOUNT OF $262,243, FOR THE PURCHASE ASSISTANCE PROGRAM; DIRECTING THE APPROPRIATE HOUSING AUTHORITY OFFICIALS TO TAKE ANY AND ALL ACTION NECESSARY TO EFFECTUATE THE INTENT OF THIS RESOLUTION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, the City of North Lauderdale has received Community Development Block Grant Funding from Broward County for the past 29 years and;

WHEREAS, the City will be notified of the availability of funding for the 45th year and is desirous of applying for said funds; and

WHEREAS, in the past the City has successfully operated a purchase assistance program to assist first time home buyers with down payment and closing cost assistance to purchase a home within the City; and

WHEREAS, a need has been identified to operate these types of programs to assist low income prospective homeowners; and

WHEREAS, Housing Authority Board has recommended that applications be submitted for the Purchase Assistance Program; and

WHEREAS, the Housing Authority of the City of North Lauderdale, Florida finds and determines that it is in the best interests of the citizens and residents of the City of North Lauderdale, Florida, to apply for the Community Development Block Grant allocations for the Purchase Assistance Program to assist the City's residents and first time home buyers.
NOW THEREFORE, BE IT RESOLVED BY THE HOUSING AUTHORITY 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 part of this Resolution.

Section 2: The Housing Authority hereby authorizes the submission of application to the Year 43 CMHC Program to fund the Purchase Assistance Program.

Section 3: The appropriate Housing Authority officials are hereby authorized and directed to take any and all action necessary to effectuate the intent of this Resolution.

Section 4: All resolutions or parts of resolutions in conflict herewith are hereby revoked to the extent of such conflict.

Section 5: If any clause, section, other part or application of this Resolution is held by any court of competent jurisdiction to be unconstitutional or invalid, in part or in whole, it shall not affect the validity of the remaining portions or applications of this Resolution.

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

PASSED AND ADOPTED by the Housing Authority of the City of North Lauderdale, Florida this 2nd day of October 2018.

APPROVED AS TO FORM:

[Signature]
SAMUEL S. GORDON, GENERAL COUNSEL

[Signature]
CHAIRMAN DIANA M. FARRAR

[Signature]
VICE CHAIR GENEVIEVE BARNETTE-JIRKOW

ATTEND:

[Signature]
HOUSING AUTHORITY BOARD RECORDER JENNA GOMULKA
CITY OF NORTH LAUDERDALE
COMMUNITY DEVELOPMENT DEPARTMENT

TO: Mayor and City Commission

FROM: Ambreen Bhatti, City Manager

BY: Katherine Randall, Asst. Director Community Development

THROUGH: Tammy Reed-Holguin, Community Development Director

DATE: October 30, 2018

SUBJECT: Adopting the North Lauderdale Economic Development Strategic Plan and Authorizing the Appropriate City Officials to Initiate the Next Steps to Implement the Plan.

Tonight we are requesting your approval of the attached Resolution adopting the North Lauderdale Economic Development Strategic Plan and authorizing the appropriate City Officials to initiate the next steps to implement the plan.

BACKGROUND:

The City of North Lauderdale hired Redevelopment Management Associates (RMA) through a competitive RFP process to develop an Economic Development Strategic Plan. Over a series of months, the firm met with members of City staff, elected officials and property and business owners to hear the history of the City and the vision for its future. They administered surveys through the City’s website in English, Haitian Creole and Spanish to reach residents, visitors and more business owners/operators. They also held a public workshop and worked within small groups to identify priorities and recommendations for City redevelopment. To expand their knowledge on a first-hand basis, the firm did on-site visits and tours of the City. Finally, they analyzed the information they obtained in conjunction with the market data and analysis. The firm identified four areas for redevelopment with a focus on commercial revitalization and business attraction. A draft of the Plan was presented to the City Commission on Thursday, October 18 in a workshop setting. They explained that the plan has been created with an emphasis on physical neighborhood development and revitalization programming as the engines to increase investment citywide. Areas of study and recommendation include public improvements and infrastructure, housing and residential development, multi-modal transportation, business attraction, place branding and redevelopment support.

Based on the discussion from the Commission at the above mentioned workshop, the firm made some revisions to the Plan to emphasize and better identify the opportunities for commercial redevelopment and business attraction within the City. The areas of McNab Road and State
Road 7 will be prioritized and will incorporate the mixed use components of the overlay districts previously adopted by the Commission in 2007. Administration recommends that the first steps to implementation of the Plan include the creation of a marketing and branding plan for the City. We are requesting your adoption of the Plan tonight and direction to move forward with the implementation phase.

**RECOMMENDATION:**

The City Administration recommends Commission’s approval of the attached Resolution:

1. Adopting the North Lauderdale Economic Development Strategic Plan

2. Authorizing the City Manager or her designee, to initiate the next steps to implement the plan to include but not limited to the creation of a marketing and branding plan, preparation of project plans, priorities, timelines and funding proposals for consideration by the City Commission.
RESOLUTION NO. ____________________

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF NORTH LAUDERDALE ADOPTING THE NORTH LAUDERDALE ECONOMIC DEVELOPMENT STRATEGIC PLAN; AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO INITIATE THE NEXT STEPS TO IMPLEMENT THE PLAN INCLUDING, BUT NOT LIMITED TO, CREATION OF A MARKETING AND BRANDING PLAN, THE PREPARATION OF PROJECT PLANS, PRIORITIES, TIMELINES AND FUNDING PROPOSALS FOR CONSIDERATION BY THE CITY COMMISSION, PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Commission of the City of North Lauderdale supports the development of specific goals and objectives as a vital component to planning for the future of the community; and

WHEREAS, through a series of strategic planning sessions and surveys which included input and collaboration from professional consultants, City Administration, residents and business owners has developed a series of goals for the City of North Lauderdale; and

WHEREAS, the establishment of these goals provides the framework for project development, a marketing plan and funding requests and gives a sense of purpose to the actions of the community and its organizations.

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

Section 1. The foregoing “WHEREAS” clauses are true and correct, and hereby ratified and confirmed by the City Commission and incorporated herein.

Section 2. The attached Economic Development Strategic Plan for the City of North Lauderdale is hereby adopted.
Section 3. The goals set forth in the Economic Development Strategic Plan shall be provided to other governmental entities and agencies within the community as appropriate for the purpose of coordination of activities and sharing of our vision.

Section 4. All Resolutions or part of Resolutions in conflict herewith, be and the same are repealed to the extent of such conflict.

PASSED AND ADOPTED BY THE CITY COMMISSION OF THE CITY OF NORTH LAUDERDALE, FLORIDA, ON THIS _____ DAY OF ___________, 2018.

APPROVED AS TO FORM:

_______________________________
CITY ATTORNEY SAMUEL S. GOREN

_______________________________
MAYOR JACK BRADY

_______________________________
VICE MAYOR RICH MOYLE

ATTEST:

_______________________________
CITY CLERK PATRICIA VANCHERI
Tonight we are requesting your approval of the attached Resolution authorizing the appropriate City Officials to enter into an Interlocal agreement with the Broward Metropolitan Planning Organization (MPO) for technical assistance on an as needed basis.

**BACKGROUND:**
The Broward Metropolitan Planning Organization (MPO) has expertise in metropolitan planning, land use analysis, and experience in performing transportation/transit studies; public outreach and engagement, submitting for and obtaining transportation/transit related grants including the associated grant administration. Additionally the MPO has contracted with various sub-consultants who have similar expertise and both the MPO and the sub-consultants are being made available to local municipalities to provide these services upon approval of the attached Interlocal agreement.

The Interlocal agreement has a term of five years, commencing on the date the Agreement is fully executed by all parties. The City reserves the right to renew the Agreement for one additional five year period under the same terms and conditions. Either party may terminate the Agreement for convenience with 120 days prior written notice.

When the need for Transportation Planning Services for a project occurs, the City may, at its sole discretion, enter into negotiations with the MPO for such project under the terms and conditions of the Agreement. The negotiations will be initiated by providing the MPO with a task work order request allowing the MPO to elect, at their sole discretion, to submit a proposal for the work, conforming to the requirements of Section 4.2 of the Agreement. Task work orders will be approved according to the City’s procurement process relevant to the amount of the work order.
Exhibit “A” contains the types of services as well as the rates and schedules by which the sub-consultants will be paid. The MPO fee schedule was not provided as they are not available at this time to provide services through their own staff.

**RECOMMENDATION:**

The City Administration recommends Commission’s approval of the attached Resolution authorizing the City Manager or her designee, to enter into an Interlocal agreement with the Broward Metropolitan Planning Organization (MPO) to provide technical assistance.
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF NORTH LAUDERDALE APPROVING THE INTERLOCAL AGREEMENT WITH THE BROWARD METROPOLITAN PLANNING ORGANIZATION (MPO) ATTACHED HERETO AS EXHIBIT “A” FOR TECHNICAL ASSISTANCE ON AN AS NEEDED BASIS OVER A FIVE YEAR TERM AND AUTHORIZING THE CITY MANAGER OR HER DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THE INTENT OF THIS RESOLUTION AND DIRECTING THE CITY CLERK TO PROVIDE A COPY OF THIS RESOLUTION, ALONG WITH THE EXECUTED INTERLOCAL AGREEMENT TO THE BROWARD COUNTY CLERK OF COURTS FOR RECORDEATION, PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Governor of Florida has designated the Broward Metropolitan Planning Organization (MPO) according to Section 339.175 of the Florida Statutes to provide metropolitan planning and programming duties and administrative functions all with the parameters as specified in this Agreement; and

WHEREAS, the BMPO has expertise in planning, land use analysis, and experience performing transportation/transit studies; public outreach and engagement, submitting for and obtaining transportation/transit related grants including the associated grant administration; and

WHEREAS, the City desires to execute the Interlocal Agreement, and to perform same in accordance with its terms; and

WHEREAS, the City Commission of the City of North Lauderdale deems it to be in the best interest of the residents and citizens of the City of North Lauderdale to approve the Interlocal Agreement with the Broward County Metropolitan Planning Organization.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSION OF THE CITY OF NORTH LAUDERDALE, FLORIDA, THAT:
Section 1. The foregoing “WHEREAS” clauses are true and correct, and hereby ratified and confirmed by the City Commission and incorporated herein.

Section 2. The City Commission of the City of North Lauderdale, Florida, hereby approves the Interlocal Agreement for Transportation Planning Services with the Broward Metropolitan Planning Organization, attached hereto and incorporated herein.

Section 3. The City Commission of the City of North Lauderdale, hereby authorizes and directs the appropriate City officials to take any and all action necessary to effectuate the intent of the resolution. The City Clerk is hereby directed to provide a copy of this Resolution, along with the executed Interlocal Agreement to the Broward County Clerk of Courts for recordation.

Section 4. All Resolutions or part of Resolutions in conflict herewith, be and the same are repealed to the extent of such conflict.

Section 5. If any section, sentence, clause, or phrase of this resolution is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this resolution.

Section 6. This resolution shall become effective upon its passage and adoption by the City Commission.

PASSED AND ADOPTED BY THE CITY COMMISSION OF THE CITY OF NORTH LAUDERDALE, FLORIDA, ON THIS _____ DAY OF ___________, 2018.

APPROVED AS TO FORM:

__________________________________
CITY ATTORNEY SAMUEL S. GOREN

__________________________________
MAYOR JACK BRADY

__________________________________
VICE MAYOR RICH MOYLE

ATTEST:

__________________________________
CITY CLERK PATRICIA VANCHERI
INTERLOCAL AGREEMENT

BETWEEN THE

BROWARD METROPOLITAN PLANNING ORGANIZATION

AND THE

CITY OF NORTH LAUDERDALE, FLORIDA

FOR

TRANSPORTATION PLANNING SERVICES

THIS INTERLOCAL AGREEMENT (“Agreement”) dated this _____ day of ___________, 2018, by and between the BROWARD METROPOLITAN PLANNING ORGANIZATION (“BMPO”), and the CITY OF NORTH LAUDERDALE, FLORIDA, a municipal corporation organized under the laws of the State of Florida (“City”) for transportation planning services (“Services”).
WITNESSETH:

WHEREAS, Section 339.175, Florida Statutes, provides for the designation of a minimum of one metropolitan planning organization for each urbanized area of the state and the creation and operation of such metropolitan planning organizations pursuant to an Interlocal agreement entered into pursuant to Section 163.01, Florida Statutes; and

WHEREAS, the Governor of Florida has designated the BMPO as the metropolitan planning organization for the urbanized area within Broward County and the BMPO is duly created and operated pursuant to an Interlocal agreement between the Florida Department of Transportation and the affected units of general purpose local governments within the urbanized area within Broward County; and

WHEREAS, Section 339.175(2), Florida Statutes, provides that the BMPO shall be considered a legally independent governmental entity distinct from the state or the governing bodies of the local governments represented on the governing board of the BMPO; and

WHEREAS, the BMPO is a legally independent government entity distinct from the City and is authorized pursuant to Sections 339.175(6)(g) and 163.01, Florida Statutes, and has the authority to contract with the City for the provision of certain services to accomplish its metropolitan planning and programing duties and administrative functions all within the parameters as specified in this Agreement; and

WHEREAS, it is the purpose and intent of this Agreement, to permit the City and the BMPO to make the most efficient use of their respective powers, resources and capabilities by enabling them to cooperate on the basis of mutual advantage and provide a means by which the parties may exercise their respective powers, privileges and authorities that they share in common and that each might exercise separately; and

WHEREAS, the BMPO has expertise in metropolitan planning, land use analysis, and experience performing transportation/transit studies; public outreach and engagement, submitting for and obtaining transportation/transit related grants including the associated grant administration; and

WHEREAS, the City is seeking appropriate expertise in metropolitan planning, land use analysis, experience performing transportation/transit studies, public outreach and engagement, submitting for and obtaining transportation/transit related grants, and associated grant administration to better serve its present and future needs; and

WHEREAS, due to the expertise required to reasonably perform the Services and necessary intergovernmental coordination between jurisdictions, the City desires to obtain these Services from the BMPO, as may be required from time to time by the City, and the BMPO is
authorized by Sections 339.175(6)(g) and 163.01, Florida Statutes, to contract with the City for
same; and

WHEREAS, in addition to the BMPO’s “in house/staff” transportation expertise, the
BMPO has ongoing agreements with general transportation planning consultants that will be
available to the City under the terms of this Agreement. These consultants were competitively
procured in accordance with BMPO rules and State law; and

WHEREAS, the City and the BMPO will mutually agree to and subsequently approve
the Scope of Services as specified herein, to perform the Services as may be requested by the
City from time to time as outlined herein this Agreement; and

WHEREAS, the City agrees to compensate the BMPO for services rendered on behalf
and at the request of the City as outlined herein this Agreement; and

WHEREAS, on October 30, 2018, the City Commission authorized the Mayor and City
Manager to execute this Agreement with the BMPO to perform these Transportation Planning
Services as hereinafter described; and

WHEREAS, on ________________, 2018, the BMPO Board authorized the appropriate
BMPO officials to execute this Agreement with the City to perform these Services as hereinafter
described; and

WHEREAS, the BMPO and the City desire to enter into this Agreement to define the
Services to be provided to the City by the BMPO and the duties and obligations of each party to
the other are set forth therein.

NOW, THEREFORE, in consideration of the mutual terms, conditions, promises and
mutual covenants and undertakings set forth herein, and for such other good and valuable
consideration, the receipt and sufficiency of which is hereby acknowledged, the BMPO and City
agree as follows:

SECTION 1
DEFINITIONS AND IDENTIFICATIONS

For purposes of this Agreement, reference to one gender shall include the other, use of
the plural shall include the singular, and use of the singular shall include the plural. The
following definitions apply unless the context in which the work or phrase is used requires a
different definition:

1.1 “Agreement” -- means this document, Sections 1 through 10, inclusive. Other terms and
conditions are included in the exhibits and documents that are expressly incorporated by
reference.
1.2 “BMPO” -- The Broward Metropolitan Planning Organization is the federally designated transportation policy-making board for Broward County, Florida.

1.3 “BMPO Board” – The Broward Metropolitan Planning Organization governing Board.

1.4 “City” -- The City of North Lauderdale, Florida, a municipal corporation of the State of Florida.

1.5 “Contract Administrator” -- The Broward Metropolitan Planning Organization Executive Director and the City Manager shall each designate a Contract Administrator. The primary responsibilities of each Contract Administrator is to coordinate and communicate with the other Contract Administrator and to manage and supervise execution and completion of the Scope of Services and the terms and conditions of this Agreement as set forth herein. In the administration of this Agreement, as contracted with matters of policy, all parties may rely on the instructions or determination made by the Contract Administrator; provided, however, that such instructions and determinations do not change the Scope of Services.

1.6 “Recitals” -- The Whereas recitals set forth above are true and correct and are incorporated herein.

1.7 “Services” – The term services shall mean transportation planning service including, but not limited to, metropolitan planning, land use analysis, transportation/transit studies, public outreach and engagement, submitting for and obtaining transportation/transit related grants, and associated grant administration.

SECTION 2
PURPOSE

2.1 PURPOSE. This Agreement is for the purpose of authorizing the BMPO to provide Services to the City in exchange for consideration under the terms contained in this Agreement.

2.2 The BMPO shall provide Services to the City to assist in managing the continuing, cooperative and comprehensive metropolitan planning process for the City. The City shall compensate the BMPO for the Services rendered as provided in Section 4.

SECTION 3
SCOPE OF SERVICES

3.1 BMPO will provide comprehensive transportation planning services to the City as specified in Exhibit A, Scope of Services. The City may, but is not required to, enter into an agreement for any one, or any combination of these Services. The City reserves the right, at its
sole discretion, to use the services of another consultant to complete any of these Services included in this Agreement.

SECTION 4
AUTHORIZATION OF SERVICES

4.1 When the need for Services for a project occurs, the City may, at its sole discretion, enter into negotiations with the BMPO for such project under the terms and conditions of this Agreement. The City shall initiate said negotiations by providing the BMPO with a task work order request. The BMPO may, at its sole discretion, provide a task work order proposal to the City which shall conform to the requirements of Section 4.2 below.

4.2. The task work order proposal provided by the BMPO will include but not be limited to the following negotiated terms:

A. The Scope of Services;
B. The deliverables (e.g. report, drawings, specifications, cost estimates, etc.);
C. The time and schedule of performance and term;
D. The method and amount of compensation;
E. The personnel assigned to the Specific Project, including, but not limited to: BMPO’s Project Manager, other staff and consultants, which the City will have the right to reject in its sole discretion; and,
F. The Certificate of Insurance from the consultants or their subcontractors, if they provide services for the City, to include general liability insurance naming the City as an additional insured, professional liability, workers’ compensation, and automobile liability.

SECTION 5
COMPENSATION

5.1 In consideration for the Services provided by the BMPO to the City, the City shall pay or reimburse the BMPO for all costs incurred by the BMPO for the Services described in any mutually agreed and accepted task work order.

5.2 The City agrees to compensate the BMPO for the Services in the amount as outlined and approved by each task work order for related Services. The BMPO will be paid based on the rates and schedules as set forth in Exhibit “A” for these Services. The Parties agree that the City will commence paying the fee(s), as specified in this Section 5, to the BMPO when Services are provided for an approved task work order requested by the City. The BMPO acknowledges and accepts the agreed compensation to be reasonable payment or reimbursement to the BMPO for
the Services.

5.3 The BMPO agrees to invoice the City and the City agrees to make payment to the BMPO for the Services rendered to the City as defined in Section 5.2. BMPO shall invoice on a monthly basis and include the task work order, project name if applicable, nature of the services performed, the date the work was performed, the total number of hours of work performed, and the name of the individuals performing same.

5.4 Payments from the City shall be made to the BMPO at the address provided in the notice section contained herein.

5.5 City shall pay the BMPO in accordance with the Florida Prompt Payment Act.

SECTION 6
BMPO’s RESPONSIBILITY

6.1 The BMPO agrees to provide Services to the City pursuant to applicable federal, state and local laws, codes, rules and regulations. Services are set forth in Section 2 of this Agreement. The BMPO shall also be responsible for the administration and overall coordination required for these Services. The BMPO’s staff shall provide Services pursuant to this Agreement in a professional, courteous, effective and efficient manner.

6.2 OVERSIGHT AND EVALUATION. BMPO will coordinate with City so that BMPO and City may evaluate the Services provided annually. BMPO will take reasonable care to ensure that Services meet City’s satisfaction. BMPO shall use its consultants as well as its own employees, personnel, building space, equipment and facilities in performing this Agreement. In providing Services under this Agreement, BMPO’s staff shall not be under the supervision or control of the City except as specified under this Agreement or as may be described in any mutually agreed and accepted task work order. BMPO shall pay all compensation, employee benefits, taxes, insurance, social security, and unemployment insurance for its employees. BMPO’s staff shall be considered employees of BMPO for all purposes, and shall not be considered employees of City for any purpose. All necessary disciplinary actions shall be at the exclusive discretion of and be implemented by BMPO.

6.3 BMPO shall timely fulfill, or cause to be fulfilled, all of the conditions expressed in this Agreement and as outlined and approved by each mutually agreed and accepted task work order.

6.4 The BMPO shall perform various activities/tasks related to the Services, as detailed in each subsequent mutually agreed and accepted task work order.

6.5 The BMPO shall have no obligation to independently fund the costs of the Services.
SECTION 7
CITY’s RESPONSIBILITY

7.1 The City shall prepare and submit to the BMPO written task work order proposal requests for Services when warranted by the City, together with all related supporting documentation necessary to perform the requested Services consistent with applicable federal, state and local laws, codes, rules and regulations.

7.2 The City agrees that the BMPO is not responsible for any City liability and is only responsible for providing the City with Services as requested by the City from time to time.

7.3 The City agrees to furnish the BMPO any documents required to satisfy and complete the agreed Services as outlined and approved by each mutually agreed and accepted task work order for related Services.

7.4 The City agrees that it shall take no actions that would impede or prevent the BMPO from complying with the terms of this Agreement or any mutually agreed and accepted task work order(s).

SECTION 8
TERM AND TERMINATION

8.1 This Agreement shall commence on the date this instrument is fully executed by all parties and shall end five (5) years from the executed date unless and until terminated pursuant to Section 6 of this Agreement. Subject to BMPO’s mutual consent, the City reserves the right to renew this Agreement for one (1) additional five-year period under the same terms and conditions. To extend the Agreement, the City, if it so desires, shall submit written notice of its intent to renew this Agreement to the BMPO, a minimum of 90 days prior to the end of the initial five (5) year term. The BMPO may respond to the City within thirty (30) days or it shall be understood that this Agreement shall not be extended.

8.2 Either party may terminate this Agreement for convenience at any time with one hundred twenty (120) days prior written notice to the other, to terminate this Agreement without penalty or recourse, in which event the effective termination date of this Agreement will be at the end of the one hundred twenty (120) day period following the date of receipt of the written notice of termination.

8.3 In the event of a default by either party, the non-defaulting party shall notify the other party, in writing of the default and of the time to cure the default (“Notice to Cure”). If such default is not cured, or sufficient effort is not made by the defaulting party, as determined solely
by the non-defaulting party, to cure said default within thirty (30) business days after the date of the Notice to Cure, the non-defaulting party may terminate this Agreement upon sixty (60) days written notice to the other party.

8.4 Upon termination of this Agreement, each party shall turn over to the other party within a reasonable period of time (not to exceed 90 days) all records held by it with respect to this Agreement.

8.5 In the event Services are scheduled to end either by Agreement expiration or by termination by the City (at the City’s Discretion), the BMPO shall continue the agreed upon Services, if requested by the City, until new services can be completely operational. At no time shall this transitional period extend more than 90 days beyond the expiration date of the existing Agreement.

8.6 In the event this Agreement is terminated for any reason, including Agreement expiration, the BMPO shall be paid for any Services performed to the date the Agreement is terminated; however, upon being notified of the City’s election to terminate, the BMPO shall refrain from performing further Services or incurring additional expenses under the terms of this Agreement, unless otherwise specifically requested by City.

SECTION 9
EFFECTIVE DATE

The Agreement shall be effective as of October 30, 2018 and the City Clerk shall file a fully executed copy of this Agreement with the Clerk of the Circuit Court of Broward County, Florida, pursuant to Chapter 163, Part 1, Florida Statutes.

SECTION 10
INDEMNIFICATION
GOVERNMENTAL IMMUNITY

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

10.2 To the fullest extent permitted by law, the City and BMPO agree to indemnify and hold the other’s officials, employees and agents harmless from liabilities, damages, losses and costs including, but not limited to, reasonable attorneys’ fees, to the extent caused by their own
negligence, recklessness, or intentionally wrongful conduct or of that of other persons employed or utilized by that party in the performance of this Agreement. The provisions of this section shall survive the expiration or earlier termination of this Agreement.

10.3 The parties agree to maintain insurance coverage or be self-insured for general liability, professional liability and workers’ compensation and employer’s liability insurance in accordance with Chapter 440, Florida Statutes, as it may be amended from time to time.

SECTION 11
BOOKS AND RECORDS

11.1 Each party shall retain all records related to this Agreement and any Services provided hereunder in accordance with the State of Florida public records retention law and applicable Federal rules and regulations. Each party shall have access to such records, for the purposes of inspection and audit, until such time as the law allows said records to be destroyed.

11.2 BMPO shall comply with all public records laws in accordance with Chapter 119, Fla. Stat. In accordance with Florida law, BMPO agrees to:

11.2.1 Keep and maintain all records that ordinarily and necessarily would be required by the City in order to perform the services;

11.2.2 Upon request from the City’s custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copies within a reasonable time at a cost that does not exceed the costs provided in Chapter 119, Fla. Stat., or as otherwise provided by law;

11.2.3 Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the BMPO does not transfer the records to the City;

11.2.4 Upon completion of the services within this Agreement, at no cost, either transfer to the City all public records in possession of the BMPO or keep and maintain public records required by the City to perform the services. If the BMPO transfers all public records to the City upon completion of the services, the BMPO shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the BMPO keeps and maintains public records upon completion of the services, the BMPO shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City’s custodian of public records, in a format that is compatible with the information
technology systems of the City.

If BMPO does not comply with this Section, the City shall enforce the Agreement provisions in accordance herewith and may unilaterally cancel this Agreement in accordance with state law.

Section 119.0701(2)(a), Florida Statutes

IF THE BMPO HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLA. STAT., TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CITY’S CUSTODIAN OF PUBLIC RECORDS AT:

Telephone: 954-597-4701
Email: pvancheri@nlauderdale.org
Address: 701 SW 71st Avenue
North Lauderdale, FL 33068.

11.3 RECORDS and FILES. The BMPO will temporarily maintain all records and files produced pursuant to this Agreement. At the completion of any land use approval/review action covered by this Agreement, said records and files shall be transferred to the City. At the termination or expiration of this Agreement, all remaining records and files shall be transferred and maintained by the City.

11.4 This Section 9 shall survive the expiration or termination of this Agreement.

SECTION 12
GENERAL PROVISIONS

12.1 Assignment/Subcontracting. Neither this Agreement nor any right or interest created herein shall be assigned, transferred, or encumbered without the prior written consent of the other party.

12.2 Notices. Any notices required by this Agreement shall be in writing and shall be (as elected by the party giving such notice) hand delivered by messenger, or alternatively, may be sent by U.S. certified mail, return receipt requested. Notices shall be provided to the following:

As to the City:

City of North Lauderdale
Attention: Ambreen Bhatti, City Manager
701 SW 71st Avenue
North Lauderdale, FL 33068
abhatty@nlauderdale.org
With a copy to:

Samuel S. Goren, Esq.
Goren, Cherof, Doody & Ezrol, P.A.
3099 E. Commercial Boulevard
Fort Lauderdale, FL 33308
sgoren@cityatty.com

As to the **BMPO**:

Broward Metropolitan Planning Organization
Attention: Executive Director
Trade Centre South
100 West Cypress Creek Road, Suite 650
Fort Lauderdale, FL 33309-2112

With a copy to:

Alan L. Gabriel, Esq.
BMPO General Counsel
Weiss Serota Helfman Cole & Bierman, P.L.
200 E. Broward Blvd., Suite 1900
Fort Lauderdale, Florida 33301

12.3  **Litigation; Venue; Limitation of Actions; Waiver of Jury.**

12.3.1 This Agreement shall be construed and interpreted, and the rights of the parties hereto determined, in accordance with Florida law. The parties submit to the jurisdiction of Florida courts. The parties agree that proper venue for any suit concerning this Agreement shall be situated exclusively in Broward County, Florida. In any litigation arising under this Agreement, each party shall bear its own costs and attorney fees. To ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PARTY HEREBY WAIVES ITS RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO THIS AGREEMENT.

12.3.2 In the event of a breach of this Agreement or if enforcement of this Agreement shall be required, the BMPO and City agree to reasonably cooperate with each other and take all appropriate and necessary action to secure payment of all applicable compensation or reimbursement of funds, and that no party (the BMPO or City) shall be liable to the other for damages; however, a party may be subject to equitable remedies such as mandamus or specific performance.
12.4 **Waiver.** It is hereby agreed to by the parties that no waiver of breach or any of the covenants or provisions of this Agreement shall be construed to be a waiver of any succeeding breach of the same or any covenant.

12.5 **Entire Agreement.** This Agreement expresses the entire agreement of the parties, and no party shall be bound by any promises or representations, verbal or written, made prior to the date hereof which are not incorporated herein. Any subsequent general planning contract and/or work authorization accepted by the BMPO and the City shall be subject to the general terms and conditions of this Agreement.

12.6 **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be an original, but together such counterparts shall constitute only one instrument.

12.7 **Failure to Perform.** Should any party involuntarily fail to perform any of their respective obligations pursuant to this Agreement, this Agreement may be terminated.

12.8 **Severability.** If any section, sentence, clause or phrase of this Agreement is found to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this Agreement.

12.9 **Further Assurances.** The parties hereby agree to execute, acknowledge and deliver and cause to be done, executed, acknowledged and delivered all further assurances and to perform such acts as shall reasonably be requested of them in order to carry out this Agreement.

12.10 **Joint Preparation.** The parties acknowledge that they have sought and received whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to express their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

12.11 **Priority of Provisions.** If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirements, or provision of this Agreement, the term, statement, requirement, or provision contained in Sections 1 through 10 of this Agreement shall prevail and be given effect.

12.12 **Compliance With Laws.** The parties shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement.

12.13 **Amendments.** No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the City of <Insert
Government> City Commission and the BMPO Board or others delegated authority to or otherwise authorized to execute same on their behalf.

12.14 Prior Agreements. This document represents the final and complete understanding of the parties and incorporates or supersedes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein. The parties agree that there is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representation or agreement, whether oral or written.

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

12.16 Conflicts. BMPO and City shall take all possible steps to try to avoid scheduling conflicts which would prevent BMPO’s planning staff from attending meetings on behalf of the city. In the event a scheduling conflict arises, each party shall inform the other party so that an agreed upon solution may be reached.

12.17. Exclusivity. The parties agree that this is not an exclusive service agreement. The BMPO may provide similar services to other entities.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]
AGREEMENT BETWEEN

THE BROWARD METROPOLITAN PLANNING ORGANIZATION AND THE CITY OF NORTH LAUDERDALE FOR TRANSPORTATION PLANNING SERVICES

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: BMPO, signing by and through its Chair and Executive Director, duly authorized to execute same, and City, signing by and through its Mayor and City Manager, attested to and duly authorized to execute same.

CITY
CITY OF NORTH LAUDERDALE, FLORIDA

By: __________________________

Jack Brady, Mayor

___ day of _________, 2018

ATTEST:

By: __________________________

Ambreen Bhatti, City Manager

By: __________________________

Patricia Vancheri, City Clerk

___ day of _________, 2018

(SEAL)

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By: __________________________

Samuel S. Goren, City Attorney
AGREEMENT BETWEEN
THE BROWARD METROPOLITAN PLANNING ORGANIZATION AND THE CITY OF <INSERT GOVERNMENT> FOR TRANSPORTATION PLANNING SERVICES

BMPO

BROWARD METROPOLITAN PLANNING ORGANIZATION

By: ________________________________  By: ________________________________
Gregory Stuart, Executive Director  Richard Blattner, Chair

This ___ day of ____________, 2018.  This ___ day of ____________, 2018.

APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE USE OF AND RELIANCE BY THE BMPO ONLY:

By: ________________________________
Alan L. Gabriel,
BMPO General Counsel
Weiss Serota Helfman Cole & Bierman, P.L.
EXHIBIT “A”

BMPO COMPENSATION

Compensation shall be conditioned upon prior written mutually agreed work authorization(s) determined as follows:

1. BY PROJECT/GRANT/ACTIVITY -- CALCULATED BY ACUTAL STAFF HOURS, SALARY COST OF EMPLOYEE, INCLUDING OVERHEAD, PLUS AN AGREED ADMINISTRATIVE FEE; OR

2. ADMINISTRATIVE OVERHEAD FEE BASED UPON TOTAL PROJECT/ACTIVITY COST OR GRANT AMOUNT; OR

3. AS MAY BE OTHERWISE MUTUALLY AGREED AND DETERMINED ON A PROJECT BY PROJECT BASIS.
<table>
<thead>
<tr>
<th>Staff Classification</th>
<th>TY Lin International</th>
<th>Bausteine Management Consulting</th>
<th>Boucha Transportation Consulting</th>
<th>CTL Engineering</th>
<th>Data Transfer/Archives</th>
<th>General Planning</th>
<th>staff solutions</th>
<th>Traffic Engineering</th>
<th>Vantage Point</th>
<th>YSS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Principal / Senior VP</td>
<td>$350.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Senior Project Manager</td>
<td>$283.00</td>
<td>$215.00</td>
<td>$209.00</td>
<td>$200.00</td>
<td>$147.00</td>
<td>$211.00</td>
<td>$283.73</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Project Manager</td>
<td>$230.00</td>
<td>$200.53</td>
<td>$209.19</td>
<td>$200.00</td>
<td>$147.00</td>
<td>$211.00</td>
<td>$263.73</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Chief Engineer</td>
<td>$225.41</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Chief/Principal Planner</td>
<td>$225.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Senior Transportation/Transit Planner</td>
<td>$275.00</td>
<td>$161.53</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Senior Financial Advisor</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$540.00</td>
<td>$149.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Senior Economist</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$75.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Economist</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Senior Planner</td>
<td>$180.00</td>
<td>$145.00</td>
<td>$193.69</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Senior Transportation Engineer</td>
<td>$180.00</td>
<td>$161.53</td>
<td>$190.00</td>
<td>$190.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Transportation Planner</td>
<td>$95.00</td>
<td>$131.48</td>
<td>$85.00</td>
<td>$115.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Planner</td>
<td>$120.00</td>
<td>$95.48</td>
<td>$85.00</td>
<td>$95.47</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Project Engineer</td>
<td>$181.87</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Project Planner</td>
<td>$175.80</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Transportation Engineer</td>
<td>$150.00</td>
<td>$131.48</td>
<td>$90.00</td>
<td>$125.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Landscape Architect</td>
<td>$150.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Computer Programmer</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$110.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sr. GIS Analyst</td>
<td>$110.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$140.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>GIS Analyst</td>
<td>$100.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$100.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Engineer/Planning Intern</td>
<td>$95.00</td>
<td>$112.17</td>
<td>$95.18</td>
<td>$49.00</td>
<td>$55.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Senior Auditor</td>
<td>$172.66</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Senior Scheduler</td>
<td>$147.04</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Scheduler</td>
<td>$135.50</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Senior Consultant</td>
<td>$178.23</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Consultant</td>
<td>$122.30</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Graphic Designer</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$98.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Public Outreach Coordinator</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$81.75</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Admin Support/Clerical</td>
<td>$65.00</td>
<td>$61.27</td>
<td>$72.00</td>
<td>$75.02</td>
<td>$55.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Annual Escalation Rate (%)*</td>
<td>3%</td>
<td>3%</td>
<td>3%</td>
<td>3%</td>
<td>3%</td>
<td>3%</td>
<td>3%</td>
<td>3%</td>
<td>3%</td>
<td></td>
</tr>
</tbody>
</table>

*Escalation goes into effect January 1 of each year until 2021.
<table>
<thead>
<tr>
<th>Staff Classification</th>
<th>HDR</th>
<th>Ketelson</th>
<th>MRG</th>
<th>PTG</th>
<th>GPR</th>
<th>Data Clique</th>
<th>Quality Counts</th>
</tr>
</thead>
<tbody>
<tr>
<td>Principal / Senior VP</td>
<td>$128.79</td>
<td></td>
<td></td>
<td>$291.85</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Project Manager</td>
<td>$200.86</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Chief Engineer</td>
<td>$248.42</td>
<td>$261.46</td>
<td></td>
<td>$199.83</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Chief / Principal Planner</td>
<td>$242.27</td>
<td>$205.00</td>
<td></td>
<td>$140.34</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Senior Transportation / Transit Planner</td>
<td>$137.60</td>
<td>$169.88</td>
<td></td>
<td>$159.03</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Senior Planner</td>
<td>$135.47</td>
<td>$144.64</td>
<td></td>
<td>$131.13</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Senior Transportation Engineer</td>
<td>$181.81</td>
<td>$144.64</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Transportation Planner</td>
<td>$118.28</td>
<td>$110.70</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Planner</td>
<td>$85.81</td>
<td></td>
<td></td>
<td>$90.03</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Engineer</td>
<td>$134.54</td>
<td></td>
<td></td>
<td>$162.25</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Engineer Intern</td>
<td>$96.57</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Senior Designer</td>
<td>$87.73</td>
<td></td>
<td></td>
<td>$72.10</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sr. GIS Analyst</td>
<td>$141.10</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>GIS Analyst</td>
<td>$106.32</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Analyst</td>
<td>$95.40</td>
<td></td>
<td></td>
<td></td>
<td>$150.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Senior Technician</td>
<td>$114.54</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Associate Technician</td>
<td>$132.16</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Technician</td>
<td>$98.83</td>
<td></td>
<td></td>
<td>$105.43</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Senior Consultant</td>
<td>$238.95</td>
<td></td>
<td></td>
<td>$140.00</td>
<td>$250.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Creative Director</td>
<td>$117.98</td>
<td></td>
<td></td>
<td>$125.00</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Graphic Designer</td>
<td>$88.22</td>
<td>$86.89</td>
<td></td>
<td>$55.00</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Public Information Officer</td>
<td>$97.13</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Contract Administrator</td>
<td>$100.94</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Admin Support / Clerical</td>
<td>$72.11</td>
<td>$65.56</td>
<td>$50.00</td>
<td>$50.00</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Annual Escalation Rate (%)</td>
<td>3%</td>
<td>3%</td>
<td>3%</td>
<td>3%</td>
<td>3%</td>
<td>3% Not Applicable</td>
<td></td>
</tr>
</tbody>
</table>

*Escalation goes into effect January 1 of each year until 2021.*

Direct Expense: To be negotiated based on individual Task Work Order needs.
### HDR
Exhibit - 'A'  

#### Price Proposal / Rate Schedule

<table>
<thead>
<tr>
<th>Service Description</th>
<th>Per Location (2 Hour Count)</th>
<th>Additional Hour</th>
</tr>
</thead>
<tbody>
<tr>
<td>Turning Movement Counts</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Manual Video Count (1 Person)</td>
<td>$175.00</td>
<td>$70.00</td>
</tr>
<tr>
<td>High Volume Manual Video Count (2 Person)</td>
<td>$320.00</td>
<td>$120.00</td>
</tr>
<tr>
<td>Film Only (Up to 24 Hours)</td>
<td>$115.00</td>
<td></td>
</tr>
<tr>
<td>Tube/Machine Counts (all tube orders incur $200 setup fee)</td>
<td>Per Location (24 Hour Count)</td>
<td>Additional Day</td>
</tr>
<tr>
<td>Volume Studies</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1-3 Lane Roadway</td>
<td>$145.00</td>
<td>$65.00</td>
</tr>
<tr>
<td>4+ Lane Roadway</td>
<td>$170.00</td>
<td>$75.00</td>
</tr>
<tr>
<td>Volume/Speed/Classification Studies</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1-3 Lane Roadway</td>
<td>$150.00</td>
<td>$75.00</td>
</tr>
<tr>
<td>4+ Lane Roadway</td>
<td>$195.00</td>
<td>$90.00</td>
</tr>
<tr>
<td>Side-Fire Radar Studies</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Volume Studies</td>
<td>Per Location (24 Hour Count)</td>
<td>Additional Day</td>
</tr>
<tr>
<td>Volume/Speed/Lane Utilization Studies</td>
<td>$500.00</td>
<td>$100.00</td>
</tr>
<tr>
<td>Volume Studies</td>
<td>$600.00</td>
<td>$100.00</td>
</tr>
<tr>
<td>Bluetooth Data Collection Studies</td>
<td>#</td>
<td>Per Location (Up to 1 Week)</td>
</tr>
<tr>
<td>Travel Time or Origin Destination Studies</td>
<td>$1,000.00</td>
<td></td>
</tr>
<tr>
<td>Manual Survey Studies</td>
<td></td>
<td></td>
</tr>
<tr>
<td>License Plate Studies or Travel Time Runs</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Hourly Fee</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Surveys, Travel, etc.</td>
<td>$75.00</td>
<td></td>
</tr>
<tr>
<td>Digital Copy of Video</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Data Server Processing Time</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Market Study Analysis</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Custom Mapping</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Digital Ad Placement</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Data Clique

<table>
<thead>
<tr>
<th>Service Description</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Data Server Processing Time</td>
<td>$75 per hour</td>
</tr>
<tr>
<td>Market Study Analysis</td>
<td>$3,995 base price</td>
</tr>
<tr>
<td>Custom Mapping</td>
<td>$600 per defined area (plus analyst and processing time)</td>
</tr>
<tr>
<td>Digital Ad Placement</td>
<td>$8.00 per 1,000 impressions ($35,000 minimum)</td>
</tr>
</tbody>
</table>
**KIMLEY-HORN AND ASSOCIATES, INC.**

**BROWARD MPO**

RFQ No. 17-04 General Transportation Planning Consultant Services

**FEE PROPOSAL FORM - STAFF HOURLY LOADED BILLING RATES AS OF JUNE 2017**

<table>
<thead>
<tr>
<th>Staff Classification</th>
<th>KMA</th>
<th>Alt</th>
<th>RCE</th>
<th>Land</th>
<th>Space</th>
<th>Manager</th>
<th>Senior</th>
<th>Int. Group</th>
<th>HTL+*</th>
<th>Proposal</th>
</tr>
</thead>
<tbody>
<tr>
<td>Principal / Senior VP</td>
<td>$300.00</td>
<td>$315.00</td>
<td>$320.00</td>
<td>$325.00</td>
<td>$330.00</td>
<td>$335.00</td>
<td>$340.00</td>
<td>$345.00</td>
<td>$350.00</td>
<td>$355.00</td>
</tr>
<tr>
<td>Project Manager</td>
<td>$250.00</td>
<td>$260.00</td>
<td>$270.00</td>
<td>$280.00</td>
<td>$290.00</td>
<td>$295.00</td>
<td>$300.00</td>
<td>$305.00</td>
<td>$310.00</td>
<td>$315.00</td>
</tr>
<tr>
<td>Chief Planner</td>
<td>$255.00</td>
<td>$265.00</td>
<td>$275.00</td>
<td>$285.00</td>
<td>$295.00</td>
<td>$300.00</td>
<td>$305.00</td>
<td>$310.00</td>
<td>$315.00</td>
<td>$320.00</td>
</tr>
<tr>
<td>Senior Planner</td>
<td>$180.00</td>
<td>$190.00</td>
<td>$200.00</td>
<td>$210.00</td>
<td>$220.00</td>
<td>$230.00</td>
<td>$240.00</td>
<td>$250.00</td>
<td>$260.00</td>
<td>$270.00</td>
</tr>
<tr>
<td>Project Planner</td>
<td>$155.00</td>
<td>$165.00</td>
<td>$175.00</td>
<td>$185.00</td>
<td>$195.00</td>
<td>$200.00</td>
<td>$205.00</td>
<td>$210.00</td>
<td>$215.00</td>
<td>$220.00</td>
</tr>
<tr>
<td>Planner</td>
<td>$125.00</td>
<td>$135.00</td>
<td>$145.00</td>
<td>$155.00</td>
<td>$165.00</td>
<td>$170.00</td>
<td>$175.00</td>
<td>$180.00</td>
<td>$185.00</td>
<td>$190.00</td>
</tr>
<tr>
<td>Chief Engineer</td>
<td>$255.00</td>
<td>$265.00</td>
<td>$275.00</td>
<td>$285.00</td>
<td>$295.00</td>
<td>$300.00</td>
<td>$305.00</td>
<td>$310.00</td>
<td>$315.00</td>
<td>$320.00</td>
</tr>
<tr>
<td>Senior Engineer</td>
<td>$185.00</td>
<td>$195.00</td>
<td>$205.00</td>
<td>$215.00</td>
<td>$225.00</td>
<td>$230.00</td>
<td>$235.00</td>
<td>$240.00</td>
<td>$245.00</td>
<td>$250.00</td>
</tr>
<tr>
<td>Project Engineer</td>
<td>$160.00</td>
<td>$170.00</td>
<td>$180.00</td>
<td>$190.00</td>
<td>$200.00</td>
<td>$210.00</td>
<td>$220.00</td>
<td>$230.00</td>
<td>$240.00</td>
<td>$250.00</td>
</tr>
<tr>
<td>Engineer</td>
<td>$125.00</td>
<td>$135.00</td>
<td>$145.00</td>
<td>$155.00</td>
<td>$165.00</td>
<td>$170.00</td>
<td>$175.00</td>
<td>$180.00</td>
<td>$185.00</td>
<td>$190.00</td>
</tr>
<tr>
<td>Chief Financial Advisor</td>
<td>$185.00</td>
<td>$195.00</td>
<td>$205.00</td>
<td>$215.00</td>
<td>$225.00</td>
<td>$230.00</td>
<td>$235.00</td>
<td>$240.00</td>
<td>$245.00</td>
<td>$250.00</td>
</tr>
<tr>
<td>Senior Financial Advisor</td>
<td>$180.00</td>
<td>$190.00</td>
<td>$200.00</td>
<td>$210.00</td>
<td>$220.00</td>
<td>$230.00</td>
<td>$240.00</td>
<td>$250.00</td>
<td>$260.00</td>
<td>$270.00</td>
</tr>
<tr>
<td>Senior Economist</td>
<td>$210.00</td>
<td>$220.00</td>
<td>$230.00</td>
<td>$240.00</td>
<td>$250.00</td>
<td>$260.00</td>
<td>$270.00</td>
<td>$280.00</td>
<td>$290.00</td>
<td>$300.00</td>
</tr>
<tr>
<td>Economist</td>
<td>$150.00</td>
<td>$160.00</td>
<td>$170.00</td>
<td>$180.00</td>
<td>$190.00</td>
<td>$200.00</td>
<td>$210.00</td>
<td>$220.00</td>
<td>$230.00</td>
<td>$240.00</td>
</tr>
<tr>
<td>Senior Landscape Architect</td>
<td>$180.00</td>
<td>$190.00</td>
<td>$200.00</td>
<td>$210.00</td>
<td>$220.00</td>
<td>$230.00</td>
<td>$240.00</td>
<td>$250.00</td>
<td>$260.00</td>
<td>$270.00</td>
</tr>
<tr>
<td>Landscape Architect</td>
<td>$150.00</td>
<td>$160.00</td>
<td>$170.00</td>
<td>$180.00</td>
<td>$190.00</td>
<td>$200.00</td>
<td>$210.00</td>
<td>$220.00</td>
<td>$230.00</td>
<td>$240.00</td>
</tr>
<tr>
<td>Chief Scientist</td>
<td>$120.00</td>
<td>$130.00</td>
<td>$140.00</td>
<td>$150.00</td>
<td>$160.00</td>
<td>$170.00</td>
<td>$180.00</td>
<td>$190.00</td>
<td>$200.00</td>
<td>$210.00</td>
</tr>
<tr>
<td>Scientist</td>
<td>$145.00</td>
<td>$155.00</td>
<td>$165.00</td>
<td>$175.00</td>
<td>$185.00</td>
<td>$195.00</td>
<td>$205.00</td>
<td>$215.00</td>
<td>$225.00</td>
<td>$235.00</td>
</tr>
<tr>
<td>Sr. GIS Analyst</td>
<td>$140.00</td>
<td>$150.00</td>
<td>$160.00</td>
<td>$170.00</td>
<td>$180.00</td>
<td>$190.00</td>
<td>$200.00</td>
<td>$210.00</td>
<td>$220.00</td>
<td>$230.00</td>
</tr>
<tr>
<td>Analyst</td>
<td>$105.00</td>
<td>$115.00</td>
<td>$125.00</td>
<td>$135.00</td>
<td>$145.00</td>
<td>$155.00</td>
<td>$165.00</td>
<td>$175.00</td>
<td>$185.00</td>
<td>$195.00</td>
</tr>
<tr>
<td>Senior Scheduler</td>
<td>$100.00</td>
<td>$110.00</td>
<td>$120.00</td>
<td>$130.00</td>
<td>$140.00</td>
<td>$150.00</td>
<td>$160.00</td>
<td>$170.00</td>
<td>$180.00</td>
<td>$190.00</td>
</tr>
<tr>
<td>Contract Coordinator</td>
<td>$100.00</td>
<td>$110.00</td>
<td>$120.00</td>
<td>$130.00</td>
<td>$140.00</td>
<td>$150.00</td>
<td>$160.00</td>
<td>$170.00</td>
<td>$180.00</td>
<td>$190.00</td>
</tr>
<tr>
<td>Graphic Designer</td>
<td>$150.00</td>
<td>$160.00</td>
<td>$170.00</td>
<td>$180.00</td>
<td>$190.00</td>
<td>$200.00</td>
<td>$210.00</td>
<td>$220.00</td>
<td>$230.00</td>
<td>$240.00</td>
</tr>
<tr>
<td>Public Outreach Coordinator</td>
<td>$150.00</td>
<td>$160.00</td>
<td>$170.00</td>
<td>$180.00</td>
<td>$190.00</td>
<td>$200.00</td>
<td>$210.00</td>
<td>$220.00</td>
<td>$230.00</td>
<td>$240.00</td>
</tr>
<tr>
<td>Admin Support/Clerical</td>
<td>$75.00</td>
<td>$85.00</td>
<td>$95.00</td>
<td>$105.00</td>
<td>$115.00</td>
<td>$125.00</td>
<td>$135.00</td>
<td>$145.00</td>
<td>$155.00</td>
<td>$165.00</td>
</tr>
<tr>
<td>Direct Expense</td>
<td></td>
<td>$10.00</td>
<td>$20.00</td>
<td>$30.00</td>
<td>$40.00</td>
<td>$50.00</td>
<td>$60.00</td>
<td>$70.00</td>
<td>$80.00</td>
<td>$90.00</td>
</tr>
<tr>
<td>Annual Escalation Rate (%)</td>
<td>3%</td>
<td>3%</td>
<td>3%</td>
<td>3%</td>
<td>3%</td>
<td>3%</td>
<td>3%</td>
<td>3%</td>
<td>3%</td>
<td>3%</td>
</tr>
</tbody>
</table>

*Escalation goes into effect January 1 of each year until 2023.*

*To be negotiated based on individual Task Work Order needs.*
<table>
<thead>
<tr>
<th>Traffic Counts/Data Collection Services</th>
<th>Unit Costs</th>
</tr>
</thead>
<tbody>
<tr>
<td>ADT 24-hr Arterial</td>
<td>$295.70</td>
</tr>
<tr>
<td>ADT 48-hr Arterial</td>
<td>$355.59</td>
</tr>
<tr>
<td>ADT 168-hr Arterial</td>
<td>$715.26</td>
</tr>
<tr>
<td>ADT 336-hr Arterial</td>
<td>$1,013.88</td>
</tr>
<tr>
<td>4-Hour Turning Movement and/or pedestrian Counts</td>
<td>$920.77</td>
</tr>
<tr>
<td>6-Hour Turning Movement and/or pedestrian Counts</td>
<td>$1,147.25</td>
</tr>
<tr>
<td>8-Hour Turning Movement and/or pedestrian Counts</td>
<td>$1,373.74</td>
</tr>
<tr>
<td>Pedestrian Volume Counts</td>
<td>$1,012.45</td>
</tr>
<tr>
<td>ADT 72-hr Arterial</td>
<td>$473.44</td>
</tr>
<tr>
<td>Vehicle Classification Counts-24 Hour (Arterial)</td>
<td>$342.99</td>
</tr>
<tr>
<td>Vehicle Classification Counts-48 Hour (Arterial)</td>
<td>$460.38</td>
</tr>
<tr>
<td>Vehicle Classification Counts-72 Hour (Arterial)</td>
<td>$614.58</td>
</tr>
<tr>
<td>24-Hour Full Intersection Counts (8 Hour TMC + 24 Hour Approach &amp; Dep</td>
<td>$1,996.66</td>
</tr>
<tr>
<td>PTMS Inspection without Travel Time</td>
<td>$154.35</td>
</tr>
<tr>
<td>New construction PTMS Inspection with Travel Time</td>
<td>$444.01</td>
</tr>
<tr>
<td>72-Hour Full Intersection Counts (3-8 Hour TMC + 72 Hour Approach &amp; Dep</td>
<td>$136.38</td>
</tr>
<tr>
<td>Blue Tooth O/D and Speed Data Collection - 2 weeks (Arterial per Device)</td>
<td>$1,185.94</td>
</tr>
<tr>
<td>Annual Escalation Rate (%)</td>
<td>3%</td>
</tr>
</tbody>
</table>

*Escalation goes into effect January 1 of each year until 2021.
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Principal/Senior VP</td>
<td>$125.79</td>
<td>$206.77</td>
<td>$358.01</td>
<td>$245.75</td>
<td>$278.09</td>
<td>$320.85</td>
<td>$216.94</td>
<td>$243.61</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Senior/Project Manager</td>
<td>$178.44</td>
<td>$466.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Project Manager</td>
<td>$227.29</td>
<td>$237.43</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Chief Engineer</td>
<td>$161.12</td>
<td>$172.33</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Chief/Principal Planner</td>
<td>$300.00</td>
<td>$284.54</td>
<td>$224.24</td>
<td>$189.25</td>
<td>$192.67</td>
<td></td>
<td>$205.33</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Senior Transportation/Transit Planner</td>
<td>$295.30</td>
<td>$124.46</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Senior Financial Advisor</td>
<td>$435.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Financial Advisor</td>
<td>$482.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Financial Analyst</td>
<td>$509.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Senior Planner</td>
<td>$154.75</td>
<td>$106.18</td>
<td>$139.27</td>
<td>$187.43</td>
<td>$194.96</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Transportation Planner</td>
<td>$134.62</td>
<td>$178.07</td>
<td>$133.04</td>
<td>$124.35</td>
<td>$101.44</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Planner</td>
<td>$71.03</td>
<td>$62.12</td>
<td>$134.95</td>
<td>$40.75</td>
<td>$54.78</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Project Planner</td>
<td>$23.13</td>
<td>$253.22</td>
<td>$133.04</td>
<td>$124.35</td>
<td>$101.44</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sr. GIS Analyst</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>GIS Analyst</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Graphics Designer</td>
<td>$87.33</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Public Outreach Coordinator</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Admin Support/Editor</td>
<td>$57.37</td>
<td>$53.13</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Annual Escalation Rate (%)</td>
<td>5%</td>
<td>3%</td>
<td>3%</td>
<td>3%</td>
<td>3%</td>
<td>3%</td>
<td>3%</td>
<td>3%</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

*Escalation goes into effect January 1 of each year until 2023.*

Object Envelope: To be negotiated based on individual Task Work Orders.
CITY OF NORTH LAUDERDALE
COMMUNITY DEVELOPMENT DEPARTMENT

TO: Mayor and City Commission
FROM: Ambreen Bhatt, City Manager
By: Tammy L. Reed-Holguin, Community Development Director
       George Krawczyk, Public Works Director
DATE: October 30, 2018

SUBJECT: Resolution Authorizing Staff to Apply for a Grant through the Complete Streets and Other Localized Initiatives Program with the Broward Metropolitan Planning Organization (MPO).

Tonight we are requesting Commission’s authorization to submit a grant application to the Broward MPO Complete Streets and Other Localized Initiatives Program (CSLIP). The application is for a multi-purpose lane to accommodate pedestrians and bicyclists along the east side of SW 81st Avenue from Southgate Blvd to McNab Rd. The outer lane will also be striped to identify a bike lane on the road for more experienced bikers. Additionally, traffic circles will be added at Forest Blvd and Tam O’ Shanter Blvd to slow down the vehicular traffic moving north and south. The signalization will be updated at Southgate Boulevard and 81st Avenue to accommodate the crossing of bicyclists to connect to the C-14 canal bike path. Tonight we are requesting the Commission’s approval to go forward with submitting the SW 81st Ave project for this year’s round of funding through the CSLIP program.

BACKGROUND:
As we have previously discussed, the CSLIP application is a streetscape improvement program that provides up to $2.0 million dollars in funding for local roadway enhancements per project. On November 17th, 2015 City Commission selected the greenway/park project located at the cul-de-sac on the north end of Southgate Boulevard and 81st Avenue for a grant application to the MPO. The application was reviewed by MPO and FDOT during last year’s funding cycle and was not approved for funding due to portions of the proposed project not meeting the funding eligibility guidelines of FDOT. City staff was directed to reapply for the grant by the MPO. City representatives met with MPO and FDOT staff in September 2018 to determine the portions of the project that are eligible and discuss new options. Staff has worked with City consultants including Carnahan Proctor engineering firm, the MPO and FDOT to revise the projects to better meet their funding requirements and assist in the preparation of exhibits for the grant items. We have held preliminary meetings with FDOT and the MPO and have received positive feedback on the proposed application. It is anticipated that the funding will be available in Year 2024 which is the typical timeframe for federally funded projects. However, the City will continue to pursue avenues to expedite the funding and will implement the project earlier should funding become available.

The revised project includes traffic circles along S.W. 81st Avenue at the intersections of Tam O’ Shanter and SW 7 Street/Forest Boulevard, restriping of 81st Avenue and a ten foot wide
multiuse trail/ sidewalk from Southgate Blvd. to McNab Rd connecting to the bike path on C-14 canal. Signalization for bicycle crossing will only be added at this time. The mast arm signalization at Southgate and the proposed park behind the Royale Gardens Community on City owned property will need to be added at a later date by other funding sources, as the park is not an eligible expense for this funding source and the signals do not fit into the budget for the proposed project.

Tonight, we are requesting approval of the attached Resolution authorizing the City Manager to take the necessary steps to finalize the proposal and submit the grant application to the Broward County MPO prior to the deadline of November 14, 2018.

RECOMMENDATION:

The City Administration recommends Commission’s consideration and adoption of the attached resolution authorizing the City Manager to take necessary steps to apply for the Complete Streets and Other Localized Initiatives Program (CSLIP) from the Broward MPO and to execute the grant award agreements and take all necessary actions to implement the approved programs, including but not limited to extensions of time, line-item budget amendments, and program modifications, when funding becomes available.
RESOLUTION NO. ________________

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF NORTH LAUDERDALE, FLORIDA, AUTHORIZING AND DIRECTING THE CITY MANAGER TO APPLY FOR AND TO FILE SUCH DOCUMENTS AS MAY BE REASONABLY REQUIRED TO APPLY FOR A COMPLETE STREETS AND OTHER LOCALIZED INITIATIVES PROGRAM (CSLIP) GRANT WITH THE BROWARD COUNTY METROPOLITAN PLANNING ORGANIZATION (MPO); PROVIDING THAT THE CITY MANAGER SHALL BE AUTHORIZED TO EXECUTE GRANT AWARD AGREEMENTS AND TO TAKE ALL NECESSARY ACTIONS, INCLUDING, BUT NOT LIMITED TO EXTENSIONS OF TIME, LINE-ITEM BUDGET AMENDMENTS, AND PROGRAM MODIFICATIONS TO IMPLEMENT SAID PROGRAMS IF AND WHEN FUNDING IS APPROVED; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Manager and the City’s professional planning staff continuously monitor and review the City’s Land Use Regulations and Comprehensive Land Use Plan to ensure appropriate development in the City; and,

WHEREAS, the City has reviewed its Land Development Regulations and Comprehensive Plan concerning complete and safe streets; and acknowledges the need for improvements within target areas supported by the transportation element of the comprehensive plan’s goals, objectives and policies; and,

WHEREAS, in 2015, the City received technical assistance from national safe routes to school partnership regarding strategies and best practices for safe and complete streets; and

WHEREAS, on November 17, 2015, the City staff presented potential projects for funding by the Complete Streets grants and received direction from the Commission to pursue funding for the project located at 81st Avenue; and

WHEREAS, the first application was unsuccessful and staff has received technical assistance from City consultants, the MPO and FDOT to revise accordingly; and

WHEREAS, the grant application has been revised to more closely match the eligibility guidelines of the funding agencies; and

WHEREAS, preliminary meetings provided indication that FDOT will endorse and be responsible for delivering the project on behalf of the MPO; and

WHEREAS, Commission hereby approves the said application(s) to fund the street, pedestrian and bikeways improvements at the above identified locations.
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE
CITY OF NORTH LAUDERDALE, FLORIDA, THAT:

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

SECTION 2. The City Manager of the City of North Lauderdale, Florida is hereby
authorized and directed to apply for and to file such documents as may be reasonably required
to obtain funding in an amount up to $2.0 million for this project and to take appropriate actions to
execute grant award agreements and to take all necessary actions, including, but not limited to
extensions of time, line-item budget amendments, and program modifications to implement
approved programs with regard to the Complete Street and Other Localized Initiatives grant.

SECTION 3. The City Commission finds and determines that it is in the best interests of
the citizens and residents of the City of North Lauderdale, Florida, to apply for said Complete
Streets grant for the funding of the City’s programs listed in Section 2.

SECTION 4. This Resolution shall become effective upon adoption.

PASSED AND ADOPTED BY THE CITY COMMISSION OF THE CITY OF NORTH
LAUDERDALE, FLORIDA, THIS _______ DAY OF OCTOBER, 2018.

______________________________
MAYOR JACK BRADY

______________________________
VICE MAYOR RICH MOYLE

ATTEST:

______________________________
PATRICIA VANCHERI, City Clerk

APPROVED AS TO LEGAL FORM
BY CITY ATTORNEY:

______________________________
SAMUEL S. GOREN, ESQUIRE
FINANCE DEPARTMENT
MEMORANDUM

To: Honorable Mayor and City Commission
From: Ambreen Bhatti, City Manager
By: Susan Nabors, Finance Director
Date: October 30, 2018
Subject: First 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.

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 consideration and approval on first 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.

APPROVED AS TO FORM:

_______________________________
CITY ATTORNEY SAMUEL GOREN

_________________________________________
MAYOR JACK BRADY

_________________________________________________
VICE MAYOR RICH MOYLE

ATTEST:

________________________
PATRICIA VANCHERI CITY CLERK
### GENERAL FUND

<table>
<thead>
<tr>
<th>ORG</th>
<th>OBJECT</th>
<th>DESCRIPTION</th>
<th>INCREASE (DECREASE) REVENUE</th>
<th>INCREASE (DECREASE) EXPENDITURE</th>
</tr>
</thead>
<tbody>
<tr>
<td>0011</td>
<td>399001</td>
<td>Appropriate Fund Balance</td>
<td>$ 950,000.00</td>
<td></td>
</tr>
<tr>
<td>0013948</td>
<td>549963</td>
<td>Hurricane Irma</td>
<td></td>
<td>$ 950,000.00</td>
</tr>
<tr>
<td>0011</td>
<td>322000</td>
<td>Building Permit Revenue</td>
<td>$ 375,000.00</td>
<td></td>
</tr>
<tr>
<td>0013005</td>
<td>534630</td>
<td>BCC Inspections Services</td>
<td></td>
<td>$ 375,000.00</td>
</tr>
</tbody>
</table>

**TOTAL GENERAL FUND**

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

### WATER CONTROL DISTRICT FUND

<table>
<thead>
<tr>
<th>ORG</th>
<th>OBJECT</th>
<th>DESCRIPTION</th>
<th>INCREASE (DECREASE) REVENUE</th>
<th>INCREASE (DECREASE) EXPENDITURE</th>
</tr>
</thead>
<tbody>
<tr>
<td>1311</td>
<td>399001</td>
<td>Appropriate Fund Balance</td>
<td>$ 25,000.00</td>
<td></td>
</tr>
<tr>
<td>1313947</td>
<td>549963</td>
<td>Hurricane Irma</td>
<td></td>
<td>$ 25,000.00</td>
</tr>
</tbody>
</table>

**TOTAL WATER CONTROL DISTRICT FUND**

$ 25,000.00  $ 25,000.00

### DEBT SERVICE FUND

<table>
<thead>
<tr>
<th>ORG</th>
<th>OBJECT</th>
<th>DESCRIPTION</th>
<th>INCREASE (DECREASE) REVENUE</th>
<th>INCREASE (DECREASE) EXPENDITURE</th>
</tr>
</thead>
<tbody>
<tr>
<td>2101</td>
<td>399001</td>
<td>Appropriate Fund Balance</td>
<td>$ 4,125.00</td>
<td></td>
</tr>
<tr>
<td>2109699</td>
<td>573500</td>
<td>Bond Costs (Arbitrage Fee)</td>
<td></td>
<td>$ 4,125.00</td>
</tr>
</tbody>
</table>

**TOTAL DEBT SERVICE FUND**

$ 4,125.00  $ 4,125.00
To: Honorable Mayor and City Commission

From: Ambreen Bhatti, City Manager

By: Susan Nabors, Director of Finance

Date: October 30, 2018

Subject: Intent Resolution – Stormwater Special Assessment

Background:

The City currently charges for stormwater on the monthly utility (water) bills. Stormwater means that portion of precipitation that travels over natural, altered, or improved surfaces to the nearest stream or channel or impoundment and may appear in surface waters. The amount charged on the utility bill is based upon the impervious area of the property. Impervious area means any part of any parcel of land that has been modified by the action of person to reduce the land's natural ability to absorb and hold rainfall. This includes areas that have been cleared, graded, paved, graveled, or compacted, or covered with structures. Excluded are all lawns, landscape areas, and gardens or farming areas. The average single-family residential property is charged a rate of $6.00 per month in stormwater fees.

During the Strategic Planning sessions in the spring of 2018, Commission had consensus to move forward with transferring the stormwater charge from the utility (water) bill and onto the annual tax bill. This would be done by creating a stormwater special assessment. Doing so has advantages. First, it creates more timely collection of revenue for the stormwater management program. Second, the utility bill will only be for the water and sewer consumption and related charges and will no longer include the stormwater charge. This reduces misunderstandings because the stormwater charge is not consumption-driven, which many individuals associate with a water bill. Third, it allows property owners to take advantage of a discount of up to 4% by paying their tax bill early.

The City is required to adopt an Intent Resolution prior to January 10, 2019 in order to impose a new special assessment. Adopting this resolution does not commit the City to the assessment. However, adopting it meets the requirements of the Florida Statutes if the City approves the assessment for Fiscal Year 2019/2020. Again, this is not a new or additional charge, just a move from the water bill to the tax bill in the form of an assessment.

RECOMMENDATION:

The Administration recommends Commission’s consideration and approval of the attached resolution setting forth the City’s intent to use the uniform method for the collection of a non-ad valorem special assessment to fund maintenance, repairs, enhancements, and improvements to the city's stormwater utility system beginning October 1, 2019.
CITY OF NORTH LAUDERDALE

RESOLUTION NO. __________________

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF NORTH LAUDERDALE, FLORIDA, SETTING FORTH THE CITY'S INTENT TO USE THE UNIFORM METHOD FOR THE COLLECTION OF A NON-AD VALOREM SPECIAL ASSESSMENT TO BE LEVIED UPON REAL PROPERTIES LYING WITHIN THE MUNICIPAL BOUNDARIES OF THE CITY, AS MORE PARTICULARLY DESCRIBED IN EXHIBIT "A" ATTACHED HERETO, TO FUND MAINTENANCE, REPAIRS, ENHANCEMENTS, AND IMPROVEMENTS TO THE CITY'S STORMWATER UTILITY SYSTEM; STATING A NEED FOR SUCH LEVY; PROVIDING THAT A COPY OF THIS RESOLUTION SHALL BE forwarded TO THE PROPERTY APPRAISER, TAX COLLECTOR, AND THE FLORIDA DEPARTMENT OF REVENUE; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of North Lauderdale, Florida (the "City") intends to impose a Special Assessment to fund maintenance, repairs, enhancements, and improvements to the City's Stormwater Utility System; and

WHEREAS, in accordance with Section 197.3632(3)(a), Florida Statutes, the City advertised its intent to use the Uniform Method for the Levy, Collection, and Enforcement of Non-Ad Valorem Assessments ("Uniform Method") for the collection of the Special Assessment, commencing with the Fiscal Year beginning October 1, 2019, weekly in a newspaper of general circulation for four (4) consecutive weeks preceding the public hearing held the day hereof. Proof of publication of such hearing is attached hereto as Exhibit "B"; and

WHEREAS, the City Commission held a duly-advertised public hearing prior to the adoption of this Resolution; and

WHEREAS, pursuant to Section 197.3632, Florida Statutes, as amended, the City Commission of the City of North Lauderdale desires to set forth its intent to use the Uniform
Method to fund maintenance, repairs, enhancements, and improvements to the City's Stormwater Utility System serving those properties located within the municipal boundaries of the City more particularly described in Exhibit "A," attached hereto and incorporated herein, because this method provides an economical and efficient process for such special assessments to be collected annually, commencing in November 2019; and

WHEREAS, the City Commission of the City of North Lauderdale, Florida, directs the City Clerk to provide copies of this Resolution to the Broward County Property Appraiser, the Broward County Revenue Collection Division (which serves as the Tax Collector for Broward County), and the Florida Department of Revenue on or prior to January 10, 2019;

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

Section 1. The foregoing "WHEREAS" clauses are true and correct and hereby ratified and confirmed by the City Commission.

Section 2. Commencing with the Fiscal Year beginning on October 1, 2019, and with the tax statement mailed for such Fiscal Year, the City intends to use the Uniform Method authorized in Section 197.3632, Florida Statutes, as amended, for collecting the Special Assessment to fund the costs of maintaining, repairing, enhancing and improving the City's Stormwater Utility System serving those properties located within the municipal boundaries of City, more particularly described in Exhibit "A," attached hereto and made a part hereof.

Section 3. The City hereby determines that the levy of the Special Assessment is needed to fund the maintenance, repairs, enhancements, and improvements to the City's Stormwater Utility System within the incorporated area of the City legally described in Exhibit "A" hereto.

Section 4. Upon adoption, the City Clerk is hereby directed to send a copy of this Resolution by United States mail to the Florida Department of Revenue, the Broward County
Revenue Collection Division (which serves as the Tax Collector for Broward County), and the Broward County Property Appraiser by January 10, 2019.

Section 5. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Section 6. If any clause, section, other part or application of this Resolution is held by any court of competent jurisdiction to be unconstitutional or invalid, in part or application, it shall not affect the validity of the remaining portions or applications of this Resolution.

Section 7. This Resolution shall become effective immediately upon its passage and adoption.

PASSED AND ADOPTED BY THE CITY COMMISSION OF THE CITY OF NORTH LAUDERDALE, FLORIDA, THIS 30th DAY OF OCTOBER 2018.

______________________________
MAYOR JACK BRADY

______________________________
VICE MAYOR RICH MOYLE

ATTEST:

PATRICIA VANCHERI, City Clerk

APPROVED AS TO LEGAL FORM
BY CITY ATTORNEY:

______________________________
SAMUEL S. GOREN, ESQ.
EXHIBIT "A"

MAP/LEGAL DESCRIPTION OF BOUNDARIES OF AREA OF THE CITY OF NORTH LAUDERDALE SUBJECT TO THE SPECIAL ASSESSMENT
DESCRIPTION
STORMWATER SERVICE AREA
CITY OF NORTH LAUDERDALE

The following area shall constitute the corporate limits of the City of North Lauderdale:
COMMENCING AT THE SOUTHEAST CORNER SECTION ONE (1), TOWNSHIP 49 SOUTH, RANGE 41 EAST; THENCE WESTERLY ALONG A COURSE S 89°57'49"W A DISTANCE OF 5,281.80 FEET TO A POINT; THENCE WESTERLY ALONG A COURSE S 89°59'17"W A DISTANCE OF 5,274.63 FEET TO A POINT; THENCE NORTHERLY ALONG A COURSE N 1°15'41"W A DISTANCE OF 7,216.15 FEET TO A POINT; THENCE EASTERLY ALONG A COURSE S 89°46'32"E A DISTANCE OF 1,094.59 FEET TO A CONCRETE MONUMENT SET IN GROUND; THENCE EASTERLY ALONG A COURSE S 89°44'25"E A DISTANCE OF 1,543.24 FEET TO A POINT; THENCE SOUTHERLY ALONG A COURSE S 1°14'52"E A DISTANCE OF 2,640.11 FEET TO A POINT; THENCE EASTERLY ALONG A COURSE S 89°45'09"E A DISTANCE OF 1,319.15 FEET TO A POINT; THENCE NORTHERLY ALONG A COURSE N 1°15'11"W A DISTANCE OF 2,639.83 FEET TO A POINT; THENCE EASTERLY ALONG A COURSE S 89°44'25"E A DISTANCE OF 1,318.92 FEET TO A CONCRETE MONUMENT SET IN GROUND; THENCE SOUTHERLY ALONG A COURSE S 1°15'29"E A DISTANCE OF 2,275.74 FEET TO A POINT; THENCE EASTERLY ALONG A COURSE S 89°56'37"E A DISTANCE OF 2,639 FEET TO A POINT; THENCE SOUTHERLY ALONG A COURSE S 1°16'53"E A DISTANCE OF 660.12 FEET TO A POINT; THENCE EASTERLY ALONG A COURSE S 89°56'34"E A DISTANCE OF 2,639.27 FEET TO A POINT; THENCE SOUTHERLY ALONG A COURSE S 1°18'17"E A DISTANCE OF 1,831.83 [FEET]; THENCE WESTERLY ALONG A COURSE S 89°57'49"W A DISTANCE OF 333.08 FEET TO A POINT; THENCE NORTHERLY ALONG A COURSE N 1°18'17"W A DISTANCE OF 842.26 FEET TO A POINT; THENCE WESTERLY ALONG A COURSE N 89°56'31"W A DISTANCE OF 1,545.98 FEET TO A POINT; THENCE SOUTHERLY ALONG A COURSE S 0°02'11"E A DISTANCE OF 844.47 FEET TO A POINT; THENCE EASTERLY ALONG A COURSE N 89°57'49"E A DISTANCE OF 1,897.70 FEET TO A POINT; THENCE SOUTHERLY ALONG A COURSE S 1°18'17"E A DISTANCE OF 2,415.59 FEET TO THE POINT OR PLACE OF BEGINNING.
ALL OF THE ABOVE-AFOREMENTIONED PROPERTY LOCATED IN TOWNSHIPS 48 AND 49 SOUTH, RANGE 41 EAST, BROWARD COUNTY, FLORIDA. LESS AND EXCEPT THERE FROM TRACTS 3, 4, 5, AND 6 OF FORT LAUDERDALE TRUCK FARMS SUBDIVISION OF SECTION 2, TOWNSHIP 49 SOUTH, RANGE 41 EAST, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 4 AT PAGE 31 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

ALSO INCLUDING

PORTIONS OF SECTIONS 12 AND 13, TOWNSHIP 49 SOUTH, RANGE 41 EAST, BROWARD COUNTY FLORIDA; TOGETHER WITH PORTIONS OF 'SECTIONS 7 AND' 18, TOWNSHIP 49 SOUTH, RANGE 42 EAST BROWARD COUNTY FLORIDA; TOGETHER WITH PORTIONS OF TRACTS 4, 8, 9 AND
16. "FORT LAUDERDALE TRUCK FARMS" ACCORDING TO THE PLAT THEREOF AS
RECORDED IN PLAT BOOK 4, PAGE 31 OF THE PUBLIC RECORDS OF BROWARD
COUNTY, FLORIDA; TOGETHER WITH: A PORTION OF TRACT 10, BLOCK 96, "PALM
BEACH FARMS CO. PLAT NO.3", P.B. 2, PAGE 54, PALM BEACH COUNTY RECORDS;
TOGETHER WITH ALL OF THE FOLLOWING PLATS RECORDED IN THE PUBLIC
RECORDS OF BROWARD COUNTY, FLORIDA, "BROADVIEW COUNTRY CLUB
ESTATES ", PLAT BOOK 44, PAGE 31, "BROADVIEW COUNTRY CLUB ESTATES, 1st
ADDITION", PLAT BOOK 46, PAGE 4, "BROADVIEW COUNTRY CLUB ESTATES, 2ND
ADDITION", PLAT BOOK 47, PAGE 22, BROADVIEW COUNTRY CLUB ESTATES, 3RD
ADDITION", PLAT BOOK 47, PAGE 41, "BROADVIEW COUNTRY CLUB ESTATES, 4TH
ADDITION," PLAT BOOK 48, PAGE 5, "BROADVIEW COUNTRY CLUB ESTATES, 5TH
ADDITION", PLAT BOOK 48, PAGE 25, "BROADVIEW COUNTRY CLUB ESTATES,
6TH ADDITION", PLAT BOOK 51, PAGE 49, "BROADVIEW COUNTRY CLUB ESTATES,
7TH ADDITION", PLAT BOOK 51, PAGE 50, "POMPANO PARK SECTION 1", PLAT
BOOK 52, PAGE 7, "POMPANO PARK SECTION 2", PLAT BOOK 54, PAGE 12,
"POMPANO PARK SECTION 3", PLAT BOOK 55, PAGE 20, "BROADVIEW COUNTRY
CLUB ESTATES, 9TH ADDITION", PLAT BOOK 56, PAGE 3, "BROADVIEW COUNTRY
CLUB ESTATES, 11TH ADDITION", PLAT BOOK 56, PAGE 28, "BROADVIEW
COUNTRY CLUB ESTATES, 12TH ADDITION", PLAT BOOK 57, PAGE 18,
"BROADVIEW COUNTRY CLUB ESTATES, 14TH ADDITION", PLAT BOOK 58 'PAGE
18, "BROADVIEW COUNTRY CLUB ESTATES, 15TH ADDITION", PLAT BOOK 62,'
PAGE 35, "PERRY'S ADDITION TO BROADVIEW COUNTRY CLUB ESTATES PLAT
BOOK 62, PAGE 43, "SPRINGBANK PARK", PLAT BOOK 63, PAGE 47, "SPRINGBANK
PARK, SECTION 2" PLAT BOOK 69, PAGE 23, "SOUTHERN FEDERAL AT TAMARAC",
PLAT BOOK 82, PAGE 36, "SLOATE & ZITO CENTER", PLAT BOOK 83, PAGE 13,
"BUNTROCK PLAT", PLAT BOOK 84, PAGE 30, "BAILEY ROAD PLAZA", PLAT BOOK
86, PAGE 1, "STAPLES COMMERCIAL PLAT", PLAT BOOK 93, PAGE 2,
"CONTINENTAL PLAZA", PLAT BOOK 96, PAGE 14, "ZACKOWITZ PLAT", PLAT
BOOK 100, PAGE 38, "DARGEL-MINNET PLAT", PLAT BOOK 104, PAGE 16,
"GUARDIAN PLAT" PLAT BOOK 111, PAGE 50, "TAMARAC MINI STORAGE PLAT
No.1", PLAT BOOK 112, PAGE 2, "WELLENS COMMERCIAL", PLAT BOOK 115, PAGE
44, "PLAZA SEVEN SUBDIVISION", PLAT BOOK 117, PAGE 24, "THE POINT", PLAT
BOOK 119, PAGE 28, "K.M.R. PLAT", PLAT BOOK 127, PAGE 4, "ANDY PLAT", PLAT
BOOK 127, PAGE 16 "CENTRUMROBAINA PLAT", PLAT BOOK 127, PAGE 27,
"HIDDEN, LAKE ESTATES", PLAT BOOK 144, PAGE 46, AND THE "WILEY PLAT",
PLAT BOOK 168, PAGE 29, SAID PORTIONS BEING MORE PARTICULARLY
DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF A LINE LYING 170.00 FEET EAST OF THE
WEST LINE OF SAID SECTION 12, AND THE NORTH LINE OF SAID SECTION 12; SAID
LINE ALSO BEING THE MUNICIPAL LIMITS OF NORTH LAUDERDALE PER
CHAPTER 83-475, HOUSE BILL NO. 926, LAWS OF FLORIDA; THENCE ALONG SAID
NORTH LINE AND SAID MUNICIPAL LIMITS LINE, SOUTH 88°55'02" EAST, 5,098.96
FEET TO AN INTERSECTION WITH A POINT ON A LINE LYING 15 FEET WEST OF
AND PARALLEL WITH THE EAST LINE OF THE NORTHEAST QUARTER (N. E. 1/4) OF
SAID SECTION 12; THENCE ALONG SAID PARALLEL LINE, AND SAID MUNICIPAL
LIMITS LINE, SOUTH 00°00'00" EAST, 2,644.43 FEET; THENCE SOUTH 00°00'03" EAST 98.89 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY OF FLORIDA'S TURNPike; THENCE NORTH 37°42'49" EAST ALONG SAID WESTERLY RIGHT OF WAY AND SAID MUNICIPAL LIMITS LINE TO THE NORTHERLY PROLONGATION 01 THE WEST LINE OF TRACT 7, BLOCK 96 OF SAID PALM BEACH FARMS CO. PLAT NO. 3; THENCE SOUTH 00°01'14" EAST ALONG THE SAID NORTHERLY PROLONGATION AND ALONG THE EAST RIGHT-OF-WAY LINE OF STATE ROAD 7 SAID LINE ALSO BEING THE MUNICIPAL LIMITS OF FORT LAUDERDALE AS PER CHAPTER 69-1057 HOUSE BILL 2628 OF THE LAWS OF FLORIDA AND CITY OF FT. LAUDERDALE ORDINANCE NO. C-00-71 TO THE NORTH RIGHT-OF-WAY LINE OF PROSPECT ROAD, AS SHOWN ON THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP SECTION 86100-2501 SHEET 7 (LATEST DATE 4/17/95); THENCE EASTERLY ALONG SAID NORTH RIGHT-OF-WAY LINE, TO A POINT OF INTERSECTION WITH A LINE LYING 249.00 FEET EAST OF AND PARALLEL WITH THE EAST RIGHT-OF-WAY LINE OF SAID STATE ROAD 7; THENCE SOUTHERLY ALONG SAID LINE TO AN INTERSECTION WITH THE SOUTH LINE OF AFORESAID TRACT 10; THENCE ALONG SAID SOUTH LINE, 987.82 FEET TO AN INTERSECTION WITH THE NORTHERLY EXTENSION OF THE WESTERLY LINE OF "LINPRO LONESTAR PARK", ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 124, PAGE 12, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE SOUTH 00°07'30" EAST, ALONG SAID WESTERLY LINE AND THE WESTERLY LINE OF "PROSPECT INDUSTRIAL AND COMMERCIAL PARK" ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 104, PAGE 17, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, SAID LINE ALSO BEING THE MUNICIPAL LIMITS OF FORT LAUDERDALE PER ORDINANCE C-72-22, 2,059.89 FEET TO THE SOUTH LINE OF SAID PROSPECT INDUSTRIAL AND COMMERCIAL PARK PLAT; THENCE EASTERLY ALONG THE SAID SOUTH LINE AND SAID MUNICIPAL LIMITS LINE, SOUTH 88°20'25" EAST, 1,323.66 FEET TO AN INTERSECTION WITH THE WEST LINE OF THE EAST HALF (E. 1/2) OF SAID SECTION 18; THENCE SOUTHERLY ALONG SAID WEST LINE, AND SAID MUNICIPAL LIMITS LINE, SOUTH 00°11'46" EAST, 1,120.59 FEET TO AN INTERSECTION WITH THE NORTH RIGHT-OF-WAY LINE OF COMMERCIAL BOULEVARD (N.W. 50th STREET); THENCE ALONG SAID NORTH RIGHT OF WAYLINE, SAID LINE ALSO BEING THE MUNICIPAL LIMITS OF TAMARAC PER ORDINANCE 0-81-17, SAID LINE ALSO BEING THE SOUTH LINES OF SAID "GUARDIAN PLAT", SAID "KMR PLAT" AND SAID "THE POINT PLAT", TO A LINE 861.25 FEET, WEST OF THE EAST BOUNDARY OF THE SOUTHWEST QUARTER (S.W. 1/4) OF SAID SECTION 18; THENCE ALONG SAID MUNICIPAL LIMITS LINE THE FOLLOWING TWO (.2) COURSES; (1) THENCE NORTH 00°29'16" WEST ALONG SAID LINE SAID LINE ALSO BEING THE EAST LINE OF "TAMARAC BUSINESS CENTER" ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 61, PAGE 27 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA 446.72 FEET; (2). THENCE ALONG THE NORTH LINE OF SAID PLAT, NORTH 88°29'17" WEST, 462.40 FEET TO AN INTERSECTION WITH THE SOUTHERLY EXTENSION OF THE WESTERLY LINE OF SAID "TAMARAC MINI STORAGE PLAT NO. 1"; THENCE
ALONG THE MUNICIPAL LIMITS OF FORT LAUDERDALE PER ORDINANCE C-73-4
THE FOLLOWING THREE (3)
COURSES, AND ALONG SAID SOUTHERLY EXTENSION OF SAID WESTERLY, LINE
AND THE WESTERLY LINE OF SAID "TAMARAC MINI STORAGE PLAT NO. 1", (1)
NORTH 00°07'30" WEST, 660.26 FEET TO THE NORTHEAST CORNER OF "LEDER
COMMERCIAL SUBDIVISION", ACCORDING TO THE PLAT THEREOF AS RECORDED
IN PLAT BOOK 79, PAGE 25 OF THE PUBLIC RECORDS OF BROWARD COUNTY
FLORIDA; (2) THENCE ALONG THE NORTH LINE OF SAID "LEDER COMMERCIAL
SUBDIVISION" PLAT, NORTH 88°33'38" WEST, 1,271.42 FEET TO THE EAST RIGHT
OF WAY LINE OF STATE ROAD 7; (3) THENCE ALONG SAID EAST RIGHT OF WAY
LINE, SOUTH 00°00' 30" EAST, 658.62 FEET TO THE SOUTH LINE OF THE
NORTHWEST QUARTER (N.W. 1/4) OF SAID SECTION 18; THENCE ALONG THE
MUNICIPAL LIMITS OF TAMARAC, PER ORDINANCE 0-
81-17, THE FOLLOWING NINE (9) COURSES; (1) THENCE NORTH 88°29'17" WEST 153
FEET ALONG SAID SOUTH LINE AND THE WESTERLY PROLONGATION THEREOF
TO THE WEST RIGHT OF WAY LINE OF STATE ROAD 7; (2) THENCE NORTHERLY
ALONG SAID WEST RIGHT OF WAY LINE TO AN INTERSECTION WITH THE SOUTH
LINE OF THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 49 SOUTH, RANGE
41 EAST; (3) THENCE ALONG SAID SOUTH LINE, NORTH 88°57 '06" WEST 1,220 FEET,
MORE OR LESS, TO AN INTERSECTION WITH THE WEST LINE OF SAID TRACT 16
AND THE SOUTHERLY EXTENSION OF THE WEST LINE OF SAID "POMPAÑO PARK"
PLAT; (4) THENCE ALONG SAID WEST LINE, SAID LINE ALSO BEING THE EAST
LINE OF TRACT 15 OF SAID FT. LAUDERDALE TRUCK FARMS PLAT, NORTH 00'02
'53" WEST; 1,320.05 FEET TO THE SOUTHEAST CORNER OF SAID POMPAÑO PARK
SECTION 1" PLAT; (5) THENCE ALONG THE SOUTH LINE OF AFORESAID
"POMPAÑO PARK SECTION 1" PLAT AND SOUTH LINE OF SAID TRACT 10, NORTH
88° 57 ’ 12 WEST, 1,153.35 FEET TO A POINT OF INTERSECTION WITH A LINE LYING
165.83 FEET EAST OF THE WEST LINE OF SAID TRACT 10; (6) THENCE NORTHERLY
ALONG SAID LINE 163.73 FEET; (7) THENCE WESTERLY ALONG A LINE 163.73 FEET
NORTH OF THE SOUTH LINE OF SAID TRACT 10, 165.83 FEET TO A POINT ON THE
WEST LINE OF SAID TRACT 10; (8) THENCE ALONG THE WEST LINE OF SAID
TRACT 10, NORTH 01°03'51" EAST, 1,155.20 FEET TO AN INTERSECTION WITH THE
SOUTH LINE OF THE NORTH HALF (N 1/2) OF SAID SECTION 12; (9) THENCE ALONG
SAID SOUTH LINE, NORTH 88°56"9" WEST 2,470.48 FEET TO A POINT OF
INTERSECTION WITH SAID LINE LYING 170.00 FEET EAST OF AND PARALLEL
WITH THE WEST LINE OF SAID SECTION 12; THENCE ALONG SAID PARALLEL LINE
SAID LINE ALSO BEING THE MUNICIPAL LIMITS OF THE CITY OF NORTH
LAUDERDALE PER CHAPTER 83-475 HOUSE BIILL 926 LAWS OF FLORIDA, NORTH
00°00'05" EAST, 2,646.09 FEET TO THE POINT OF BEGINNING.
TOGETHER WITH:

ALL OF THE "ANDY PLAT" PLAT BOOK 127, PAGE 16 OF THE PUBLIC RECORDS OF
BROWARD COUNTY, FLORIDA, AND A PORTION OF SECTION 18, TOWNSHIP 49
SOUTH, RANGE 42 EAST, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGIN AT THE NORTHWEST CORNER OF SAID "ANDY PLAT"; THENCE ALONG THE
NORTH LINE OF SAID PLAT AND EASTERLY PROLONGATION THEREOF, SAID LINE
ALSO BEING THE MUNICIPAL LIMITS OF TAMARAC, PER ORDINANCE 0-81-17,
SOUTH 88°32'02" EAST, 130.09 FEET; THENCE SOUTH 00° 08' 24" EAST ALONG THE
MUNICIPAL LIMITS OF OAKLAND PARK PER CHAPTER 79-458 HOUSE BILL 1498,
LAWS OF FLORIDA, 426.14 FEET; THENCE ALONG THE SOUTH LINE OF SAID
"ANDY PLAT" AND EASTERLY PROLONGATION THEREOF, SAID LINE ALSO BEING
THE MUNICIPAL LIMITS OF LAUDERDALE LAKES PER CHAPTER 84-463, HOUSE
BILL 1082, LAWS OF FLORIDA, 130.09 FEET; THENCE ALONG THE WEST LINE OF
SAID PLAT, SAID LINE ALSO BEING THE MUNICIPAL LIMITS OF LAUDERDALE
LAKES PER ORDINANCE 87-10, NORTH 00°08'24" WEST; 426.14 FEET TO THE POINT
OF BEGINNING.

TOGETHER WITH:

ALL OF THE "CONTINENTAL PLAZA", PLAT BOOK 96, PAGE 14 OF THE PUBLIC
RECORDS OF BROWARD COUNTY, FLORIDA, AND A PORTION OF SECTION 18,
TOWNSHIP 49 SOUTH, RANGE 42 EAST, MORE PARTICULARLY DESCRIBED AS
FOLLOWS:

BEGIN AT THE NORTHWEST CORNER OF SAID CONTINENTAL PLAZA; THENCE
ALONG THE NORTH LINE OF SAID PLAT AND EASTERLY PROLONGATION
THEREOF, SAID LINE ALSO BEING THE MUNICIPAL LIMITS OF TAMARAC, PER
ORDINANCE 0-81-17, SOUTH 88°32'02" EAST, 299.77 FEET; THENCE ALONG THE
WEST LINE OF CARVEL CORPORATION PLAT PER PLAT BOOK 123, PAGE 17, OF
THE PUBLIC RECORDS OF BROWARD COUNTY FLORIDA, SAID LINE ALSO BEING
THE MUNICIPAL LIMITS OF LAUDERDALE LAKES PER ORDINANCE 87-10, SOUTH
00° 11' 09" EAST, 426.14 FEET; THENCE ALONG THE SOUTH LINE OF SAID
CONTINENTAL PLAZA PLAT AND THE EASTERLY PROLONGATION THEREOF SAID
LINE ALSO BEING THE MUNICIPAL LIMITS, OF LAUDERDALE LAKES PER
CHAPTER 84-463, HOUSE BILL 1082, LAWS OF FLORIDA, NORTH 88°32'02" WEST,
299.4 FEET; THENCE ALONG THE WEST LINE OF SAID PLAT, SAID LINE ALSO
BEING THE MUNICIPAL LIMITS OF TAMARAC PER ORDINANCE 0-81-17, NORTH
00°11,'09" WEST, 426.15 FEET TO THE POINT OF BEGINNING.

LESS THEREFROM:

THAT PORTION OF THE CITY OF FT. LAUDERDALE, AS PER ORDINANCE C-73-4
LYING IN SECTION 18, TOWNSHIP 49 SOUTH, RANGE 42 EAST, BROWARD
COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE SOUTH HALF (S 1/2) OF THE
SOUTHEAST ONE QUARTER (S. E. 1/4) OF THE NORTHWEST ONE QUARTER (N.W.
1/4) OF SECTION 18, TOWNSHIP 49 SOUTH, RANGE 42 EAST; THENCE NORTH
00°07'30" WEST ALONG THE EXTENSION OF THE WESTLINE OF THE SOUTH HALF
(S 1/2) OF THE SOUTHEAST ONE QUARTER (S. E. 1/4) OF THE NORTHWEST ONE
QUARTER (N. W. 1/4), A DISTANCE OF 15.00 FEET; THENCE NORTH 88°33'38" WEST, A DISTANCE OF 10.00 FEET; THENCE SOUTH 00°07'30" EAST, 10.00 FEET WEST OF AND PARALLEL TO THE SAID WEST LINE OF THE SOUTH HALF (S 1/2) OF THE SOUTHEAST ONE QUARTER (S. E. 1/4) OF THE NORTHWEST ONE QUARTER (N.W. 1/4), A DISTANCE OF 33.33 FEET; THENCE SOUTH 88°33'38" EAST, A DISTANCE OF 10.00 FEET TO A POINT ON THE WEST LINE OF SAID SOUTH HALF (S 1/2) OF THE SOUTHEAST ONE QUARTER (S.E. 1/4) OF THE NORTHWEST ONE QUARTER (N.W. 1/4); THENCE NORTH 00°07'30" WEST, ALONG THE SAID WEST LINE OF THE SOUTH HALF (S 1/2) OF THE SOUTHEAST ONE QUARTER (S.E. 1/4) OF THE NORTHWEST ONE QUARTER (N.W. 1/4) A DISTANCE OF 18.33 FEET TO THE POINT OF BEGINNING SAID LANDS SITUATE AND LYING IN BROWARD COUNTY, FLORIDA.

ALSO INCLUDING

PORTIONS OF SECTION 18, TOWNSHIP 49 SOUTH, RANGE 42 EAST BROWARD COUNTY FLORIDA; TOGETHER WITH ALL OF THE FOLLOWING PLATS RECORDED IN THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA. DARGEL-MINNET PLAT, PLAT BOOK 104, PAGE 16, "GUARDIAN PLAT", PLAT BOOK 111, PAGE 50, "TAMARAC MINI STORAGE PLAT No. 1" PLAT BOOK 112, PAGE 2, "THE POINT", PLAT BOOK 119, PAGE 28, "K.M.R. PLAT", PLAT BOOK 127, PAGE 4, SAID PORTIONS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTH WEST PLAT CORNER OF TRACT "A", "TAMARAC MINI STORAGE PLAT NO.1, PLAT BOOK 112, ACCORDING TO THE PLAT THEREOF; THENCE SOUTH 88°20'25" "EAST ALONG THE NORTH LINE OF SAID TRACT "A" 1323.66 FEET TO AN INTERSECTION WITH THE EAST LINE OF THE SOUTHEAST QUARTER (SW 1/4) OF SAID SECTION 18; THENCE, ALONG SAID EAST LINE SOUTH 00°11'46" EAST, 1121.18 FEET TO AN INTERSECTION WITH THE NORTHERLY RIGHT-OF-WAY LINE FOR COMMERCIAL BOULEVARD (N.W. 50th STREET); THENCE ALONG SAID RIGHT-OF-WAY LINE, NORTH 88°32'02" WEST, 859.70 FEET TO AN INTERSECTION WITH THE EASTERLY LINE, OF "TAMARAC BUSINESS CENTER", ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 61, PAGE 27, OT THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE, NORTH 00°29'16 WEST ALONG THE EASTERLY LINE OF SAID "TAMARAC BUSINESS CENTER" 446.72 FEET TO THE NORTHEAST CORNER OF SAID "TAMARAC BUSINESS CENTER PLAT"; THENCE, NORTH 88°29'17" WEST ALONG THE NORTHERLY LINE OF SAID "TAMARAC BUSINESS CENTER PLAT" 462.40 FEET TO AN INTERSECTION WITH SOUTHERLY EXTENSION OF THE WEST LINE OF SAID "TAMARAC MINI STORAGE PLAT"; THENCE ALONG SAID SOUTHERLY EXTENSION AND WESTERLY LINE, NORTH 00°07'30" WEST, 678.60 TO THE POINT OF BEGINNING.

SAID LANDS, SITUATE AND LYING IN BROWARD COUNTY, FLORIDA AND CONTAINING APPROXIMATELY 29.38 ACRES
EXHIBIT "B"

PROOF OF PUBLICATION

NOTICE OF INTENT TO USE UNIFORM METHOD FOR THE COLLECTION OF A NON-AD VALOREM TAX ASSESSMENT

The City Commission of the City of North Lauderdale hereby provides notice, pursuant to Section 197.3632(3)(a), Florida Statutes, of its intent to use the Uniform Method Of Collecting Non-Ad Valorem Special Assessments to be levied upon property within the boundaries of the City of North Lauderdale for funding maintenance, repairs, enhancements, and improvements to the City’s Stormwater Utility System, commencing with the fiscal year beginning on October 1, 2019. The City Commission of the City of North Lauderdale will consider the adoption of a resolution stating its intent to use the Uniform Method Of Collecting Such Assessments authorized by Section 197.3632, Florida Statutes, at a public hearing to be held at 6:00 pm on Tuesday, October 30, 2018 at City Commission Chambers of North Lauderdale City Hall, 701 Southwest 71st Avenue, City of North Lauderdale, Florida, 33068. Such resolution will state the need for the levy and will contain a legal description and geographic depiction of the real property subject to the assessment. All interested persons are invited to attend.

Anyone wishing to appeal any decision made by the City Commission, with respect to this matter, will need a record of the proceeding and for such purpose may need to ensure that a verbatim record of the proceeding is made, which record includes the testimony and evidence upon which the appeal is to be based (FS 286.0105). Anyone needing auxiliary services, please contact City Clerk at 954-724-7056, at least five (5) days prior to the meeting (56 Fed. Reg 35721, Sec. 35.160(b)).

Patricia Vancheri, City Clerk
10/2; 10/9; 10/16 and 10/23/2018
TO: Mayor and City Commission
FROM: Ambreen Bhatti, City Manager
BY: George Krawczyk, Public Works/Utilities Director
DATE: October 30, 2018
SUBJECT: City of North Lauderdale (“City”) v. Resource Recovery Board/Broward County Second Amendment to Settlement

As you may recall, for many years, the City was a party to an Interlocal Agreement which created the Broward County Solid Waste Disposal District, managed by the Resource Recovery Board (RRB). This ILA expired in June of 2013. Subsequently, in April 2015, the City along with other ILA cities became a part of RRB Asset Litigation Settlement Agreement with Broward County for the Litigating styled City of Sunrise ET. AL. vs. Broward County relating to the final distribution of assets from the RRB and the future of Alpha 250 property owned by RRB.

Among other terms, the highlights of the Settlement Agreement are listed below:

- **Distribution of Cash:** The RRB had cash assets, which upon its termination, were disturbed to the participating cities in 2015. The City of North Lauderdale received its share of approximately $800,000.

- **Sale of the Alpha 250 Property:** The Alpha 250 Property, located on Copans Road just east of the Turnpike, is to be sold by the County and then proceeds distributed to all participating municipalities.

In September 2016, it was determined to delay the sale of Alpha 250 until a study had been conducted to identify the best and the highest use of this property. As a result, the First Amendment of the Settlement Agreement was approved to extend the sale of Alpha to up to a year. This delay was to allow the County and a group of Mayors to choose a Consultant to study the best use of Alpha 250 property and determine the future solid waste disposal options within Broward County.

Since the approval of the Settlement Agreement, subsequent acquisitions and actions by the private sector in the solid waste industry have taken place that have created serious concerns regarding the future of solid waste disposal among all the cities as well as the County.

Although the Consultant has been diligently working with the County on this issue, more time is needed to finalize the study and to be reviewed and approved by all concerned parties. Therefore, a Second Amendment is needed at this time to further extend the Alpha 250 sale date to October
11, 2019, with the provision to further extend for up to three additional one year periods. During this period, the County and the cities would continue to work towards the development of a more comprehensive plan for the future of solid waste disposal in Broward County.

Attached is the second Amendment to the settlement agreement already approved by the County Commission. However in order for it to become effective, all participating cities need to approve it. Tonight, the staff is requesting the City Commission’s consideration and approval of the attached resolution authorizing the execution of the Second Amendment to the Settlement Agreement per the County’s request.

**RECOMMENDATION:**

The City Administration recommends City Commission’s consideration and approval of the attached Resolution authorizing the City Manager and Mayor to sign the Second Amendment to the Settlement Agreement with Broward County for the Litigating styled City of Sunrise ET. AL. vs Broward County.
RESOLUTION NO. ____________________

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF NORTH LAUDERDALE, FLORIDA, AUTHORIZING THE CITY MANAGER AND THE MAYOR TO SIGN THE SECOND AMENDMENT TO THE SETTLEMENT AGREEMENT WITH BROWARD COUNTY FOR THE LITIGATING STYLED CITY OF SUNRISE ET. AL. VS BROWARD COUNTY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, First, Broward County (the “County”) and several Broward municipalities entered into a Settlement Agreement to settle the litigation styled City of Sunrise et. al. vs. Broward County, 17th Judicial Circuit Court Case No. CACE-013-015660 (the municipalities defined in the Settlement Agreement as the Settling Municipalities shall be collectively referred to herein as the “Settling Municipalities”); and

WHEREAS, Second, on April 14, 2015, the City Commission adopted Resolution No. 15-04-6166 authorizing the settlement of the litigation styled City of Sunrise, et. al. vs. Broward County; authorizing the City Manager to execute a Settlement Agreement with Broward County; and authorizing the City Manager to execute a Settlement Proceeds Distribution Agreement with the settling municipalities; and

WHEREAS, Third, the Settlement Agreement provides for the County and the Settling Municipalities to agree to use their best efforts (and to take all reasonable steps) to sell the parcel of land known as Alpha 250, as further described in the Settlement Agreement (“Alpha 250”); and

WHEREAS, Fourth, on September 16, 2016, the City Commission adopted Resolution No. 16-09-6313, approving the First Amendment to the Settlement Agreement, to delay the sale of Alpha 250 while a joint independent study is performed regarding the following issues:

(i) how a 75% County-wide recycling goal may be reached;
(ii) whether retaining public ownership of Alpha 250 would facilitate the meeting of that recycling goal or would provide other benefits in connection with solid waste disposal within Broward County; and
(iii) general solid waste disposal issues as determined by the Working Group (as defined in the First Amendment), which may include options regarding flow control and potential governance or contractual structures for collaborative management of solid waste disposal; and

WHEREAS, Fifth, in June 2017, the County retained Arcadis, U.S., Inc., Kessler Consulting, Inc., Total Municipal Solutions, L.L.C., and GMAC Consulting, L.L.C. (collectively, the “Arcadis Team”) to conduct the study (the “Study”), which the Arcadis team commenced in October 2017; and
WHEREAS, Sixth, consistent with the First Amendment to the Settlement Agreement, the County Administrator and six designated mayors (the “Mayors”) provided Written Approval of Extension of Sale Delay Period Under First Amendment to Settlement Agreement until October 11, 2018, that further extended the sale delay period until October 11, 2018; and

WHEREAS, Seventh, in August 2018, the Arcadis Team concluded the Study and issued its Solid Waste and Recycling Issues Study Interim Final Report (the “Interim Final Report”), that summarizes the Arcadis Team’s findings based on the Study and includes its final evaluations and recommendations; and

WHEREAS, Eighth, in order to analyze the Interim Final Report and address the final evaluations and recommendations presented therein, the County and the Settling Municipalities desire to amend the Settlement Agreement to further extend the Sale Delay Period until October 11, 2019, which period may be further extended for up to three additional periods, provided that any such additional extension be approved in writing by the County Administrator and the Mayors.

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

Section 1: The foregoing recitals contained in the preamble to this Resolution are incorporated by referenced herein.

Section 2: The City Commission approves the Second Amendment to the Settlement Agreement, attached as Exhibit “A”.

Section 3: The City Manager is authorized to execute the Second Amendment to the Settlement Agreement with the County, together with such non-substantial changes as are acceptable to the City Manager and approved as to form and legal sufficiency by the City Attorney.

Section 4: The appropriate City officials are authorized to execute all necessary documents and to take any necessary action to effectuate the intent of this Resolution.

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

PASSED and ADOPTED by the City Commission of the City of North Lauderdale, Florida, this 30th day of October 2018.

APPROVED AS TO LEGAL FORM:

CITY ATTORNEY SAMUEL S. GOREN

ATTEST:

PATRICIA VANCHERI, CITY CLERK

MAYOR JACK BRADY

VICE MAYOR RICH MOYLE
SECOND AMENDMENT TO SETTLEMENT AGREEMENT

This Second Amendment ("Second Amendment") to the Settlement Agreement (the "Settlement Agreement") by and between Broward County, Florida, a political subdivision of the State of Florida (the "County"), and the City of Sunrise, the City of Weston, the City of Hollywood, the City of Fort Lauderdale, the City of Lauderhill, the Town of Lauderdale-By-The-Sea, the City of Lighthouse Point, the City of Tamarac, the Town of Davie, the City of Plantation, the City of Coconut Creek, the City of Deerfield Beach, the City of Miramar, the City of Margate, the City of Cooper City, the City of North Lauderdale, the City of Coral Springs, the Town of Southwest Ranches, the City of Wilton Manors, the Town of Hillsboro Beach, and the Village of Sea Ranch Lakes, all political subdivisions of the State of Florida (individually, each is a "Settling Municipality"; collectively, the "Settling Municipalities"), is made and entered into as of the Second Amendment Effective Date (as defined below).

Recitals

A. In June 2015, the County and the Settling Municipalities entered into a Settlement Agreement to settle the litigation styled City of Sunrise, et al. v. Broward County, 17th Judicial Circuit Court Case No. CACE-013-015660.

B. The Settlement Agreement provides for the County and the Settling Municipalities to use their best efforts (and to take all reasonable steps) to sell the parcel of land known as Alpha 250, as further described in the Settlement Agreement ("Alpha 250").

C. The City of Lauderdale Lakes, the City of West Park, the City of Oakland Park, and the Town of Pembroke Park, all political subdivisions of the State of Florida (individually, each is a "Consenting Municipality"; collectively, the "Consenting Municipalities"), did not join the above-referenced litigation or the Settlement Agreement but instead entered into Interlocal Agreements Regarding Distribution of Solid Waste Disposal District Assets with the County pursuant to which they have received and will receive their respective pro rata shares of proceeds distributed under the terms of the Settlement Agreement, including their respective shares from any sale of Alpha 250.

D. In an amendment to the Settlement Agreement, dated June 9, 2016 (the "First Amendment"), the County and the Settling Municipalities agreed to delay the sale of Alpha 250 for one year from the effective date of the First Amendment (the "Sale Delay Period") to allow the County to procure a study (the "Study") for an evaluation and recommendations regarding how to reach a 75% County-wide recycling goal, what impact retaining public ownership of Alpha 250 would have on that recycling goal and County-wide solid waste disposal, and other general solid waste disposal issues that might be identified through the Study. The First Amendment provided that the Settlement Agreement may be further amended based upon the results of the Study. In addition, the First Amendment allowed the County and the Settling Municipalities to further extend the Sale Delay Period for an additional period of up to one year upon written
approval of the County Administrator and the Mayors of Coconut Creek, Fort Lauderdale, Hollywood, Miramar, Sunrise, and Weston (collectively, the "Mayors").

E. In June 2017, the County retained Arcadis, U.S., Inc., Kessler Consulting, Inc., Total Municipal Solutions, LLC, and GMAC Consulting, LLC (collectively, the "Arcadis Team") to conduct the Study, which the Arcadis Team commenced in October 2017.

F. Thereafter, consistent with the First Amendment, the County Administrator and the Mayors provided Written Approval of Extension of Sale Delay Period Under First Amendment to Settlement Agreement Until October 11, 2018 (the "Written Approval of Extension"), which further extended the Sale Delay Period until October 11, 2018.

G. In August 2018, the Arcadis Team concluded the Study and issued its Solid Waste and Recycling Issues Study Interim Final Report (the "Interim Final Report"), which summarizes the Arcadis Team’s findings based on the Study and includes its final evaluations and recommendations.

H. In order to analyze the Interim Final Report and address the final evaluations and recommendations presented therein, the County and the Settling Municipalities desire to amend the Settlement Agreement to further extend the Sale Delay Period under the terms and conditions stated herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. The foregoing recitals are true and correct, and are incorporated herein by reference.

2. Notwithstanding any provision to the contrary in the Settlement Agreement, the First Amendment, or the Written Approval of Extension, the County and the Settling Municipalities agree to extend the Sale Delay Period until October 11, 2019. The Sale Delay Period may be further extended for up to three additional periods, each for up to one year, provided that any such additional extension be approved in writing by the County Administrator and the Mayors.

3. Amendment Approval Process.

   a. Once approved by the County Commission, this Second Amendment shall be presented for approval at public Commission/Council meetings at each of the Settling Municipalities and Consenting Municipalities (the County shall communicate this requirement to the Consenting Municipalities).

   b. To be effective, this Second Amendment must, within one hundred twenty (120) days after approval by the County Commission: (1) be approved and executed by all Settling Municipalities, with concurrent notice attaching true copies thereof provided to the County; and (2) be consented to by each of the Consenting
Municipalities through a separate written instrument between the County (by and through the County Administrator) and each of the Consent ing Municipalities in which each of the Consent ing Municipalities agrees to the terms of the Second Amendment.

4. **Effective Date.** The date of the last approval and execution of this Second Amendment by a Settling Municipality, or the date of the last execution of a written instrument reflecting the consent of a Consent ing Municipality, whichever is last, is the "Second Amendment Effective Date."

5. Except as otherwise revised in this Second Amendment, the terms and conditions of the original Settlement Agreement as modified by the First Amendment shall remain in full force and effect. Capitalized terms not otherwise defined herein shall have the meanings set forth in the Settlement Agreement or the First Amendment. The preparation of this Second Amendment has been a joint effort of the parties hereto and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against any party hereto. In the event a portion of this Second Amendment is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective and the parties agree to negotiate in good faith to modify that portion of this Second Amendment in a manner designed to effectuate the original intent of the parties.

6. This Second Amendment may be executed in multiple originals, and may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

(The remainder of this page is intentionally left blank.)
IN WITNESS WHEREOF, the parties hereto have made and executed this Second Amendment to the Settlement Agreement on the respective dates under each signature: BROWARD COUNTY, signing by and through its Mayor or Vice-Mayor, duly authorized to execute same by Board action on the ___ day of September, 2018, and the SETTLING MUNICIPALITIES, signing by and through their respective Mayors or other representatives duly authorized to execute same.

BROWARD COUNTY

ATTEST:

Broward County Administrator as ex officio Clerk of the Broward County Board of County Commissioners

BROWARD COUNTY, by and through its Board of County Commissioners

Mayor

___ day of September, 2018

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

By Keoki M. Baron (Date)
Assistant County Attorney

KMB/inl
08/28/18
RRB Second Amendment to Settlement Agreement
[NAME OF MUNICIPALITY]

ATTEST: __________________________
______________________________ Cty Clerk

Approved as to form and legality:

By: ______________________________
City Attorney

____ day of ____________, 2018

BY: ______________________________
Mayor

____ day of ____________, 2018

By: ______________________________
City Manager

____ day of ____________, 2018
The City’s Information Technology (IT) Data Centers are virtualized and are based on VMware vCenter software products that have been in use at the City since December 2008. The City Commission approved the implementation of the IT Business Continuity and Disaster Recovery Plans in December of 2009, which resulted in the construction of an off-site Technical Operational Control Center next to the Water Plant. In addition, in October 2013, the Commission approved the purchase of the virtualized infrastructure products for the center along with one year maintenance service support agreement at a rate of $41,306.42 per year.

The City has to renew the maintenance service agreement annually. In order to get the best rate for this agreement three quotes were received from three different vendors that are listed below:

- **Superior Turnkey Solutions Group**: $30,109.67
- **CDW-G**: $30,233.00
- **Carahsoft**: $30,423.34

As you can see, Superior Turnkey Solutions Group submitted the lowest quote based on our needs listed below. In addition, this vendor is our current provider and is fully aware of our systems.

<table>
<thead>
<tr>
<th>PRODUCT</th>
<th>QTY</th>
<th>COST</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>Production Support/Subscription VMware vSphere 6 Enterprise Plus for 1 processor for 1 year</td>
<td>16</td>
<td>$841.33</td>
<td>$13,461.35</td>
</tr>
<tr>
<td>Production Support Coverage VMware Horizon View Standard Edition: 10 Pack</td>
<td>5</td>
<td>$618.24</td>
<td>$3,091.20</td>
</tr>
<tr>
<td>Basic Support Coverage VMware vShield Data Security 5 (25 VM Pack)</td>
<td>2</td>
<td>$260.16</td>
<td>$520.32</td>
</tr>
<tr>
<td>Basic Support Coverage VMware View 4 Premier Add-On: 10 pack</td>
<td>5</td>
<td>$394.56</td>
<td>$1,972.80</td>
</tr>
<tr>
<td>Production Support Coverage VMware vCenter Server 6 Standard for vSphere 6 (Per Instance)</td>
<td>2</td>
<td>$1,482.24</td>
<td>$2,964.48</td>
</tr>
<tr>
<td>Production Support Coverage VMware Site RecoveryManager 6 Enterprise (1 VM)</td>
<td>60</td>
<td>$122.88</td>
<td>$7,372.80</td>
</tr>
<tr>
<td>VMware Basic Support VMware Horizon/ThinApp/vCenter New Year Promo Bundle 10 users</td>
<td>1</td>
<td>$726.72</td>
<td>$726.72</td>
</tr>
<tr>
<td><strong>TOTAL COST</strong></td>
<td></td>
<td></td>
<td><strong>$30,109.67</strong></td>
</tr>
</tbody>
</table>
The cost of this purchase is budgeted in the FY 2019 Information Technology Fund. The products listed above are all VMware (brand name) products and will be purchased through Superior TurnKey Solutions Group, (STSG), who submitted the lowest quote. This purchase is necessary for the continued operation of the City’s Information Technology Data Centers.

**RECOMMENDATION:**

The City Administration recommends Commission’s consideration and approval of the attached Resolution authorizing the renewal of VMware licenses and support agreement from Superior TurnKey Solutions Group, at a cost not to exceed $30,109.67.
RESOLUTION NO. __________________

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF NORTH LAUDERDALE, FLORIDA AUTHORIZING THE EXPENDITURE OF FUNDS FOR THE RENEWAL OF VMWARE SOFTWARE SUPPORT AGREEMENT FROM SUPERIOR TURNKEY SOLUTIONS GROUP AS LISTED IN SECTION ONE OF THIS RESOLUTION, FOR A TOTAL AMOUNT NOT TO EXCEED $30,109.67; PROVIDING FOR THE ALLOCATION OF FUNDS; PROVIDING FOR AN EFFECTIVE DATE.

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

Section 1: That the City Commission of the City of North Lauderdale, Florida, does hereby authorize the expenditure of funds for renewal of the items listed below to continue the operation of the City’s Information Technology Data Centers from Superior TurnKey Solutions Group, at a cost not to exceed $30,109.67

<table>
<thead>
<tr>
<th>PRODUCT</th>
<th>QTY</th>
<th>COST</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>Production Support/Subscription VMware vSphere 6 Enterprise Plus for 1 processor for 1 year</td>
<td>16</td>
<td>$841.33</td>
<td>$13,461.35</td>
</tr>
<tr>
<td>Production Support Coverage VMware Horizon View Standard Edition: 10 Pack</td>
<td>5</td>
<td>$618.24</td>
<td>$3,091.20</td>
</tr>
<tr>
<td>Basic Support Coverage VMware vShield Data Security 5 (25 VM Pack)</td>
<td>2</td>
<td>$260.16</td>
<td>$520.32</td>
</tr>
<tr>
<td>Basic Support Coverage VMware View 4 Premier Add-On: 10 pack</td>
<td>5</td>
<td>$394.56</td>
<td>$1,972.80</td>
</tr>
<tr>
<td>Production Support Coverage VMware vCenter Server 6 Standard for vSphere 6 (Per Instance)</td>
<td>2</td>
<td>$1,482.24</td>
<td>$2,964.48</td>
</tr>
<tr>
<td>Production Support Coverage VMware Site Recovery Manager 6 Enterprise (1 VM)</td>
<td>60</td>
<td>$122.88</td>
<td>$7,372.80</td>
</tr>
<tr>
<td>VMware Basic Support VMware Horizon/ThinApp/vCenter New Year Promo Bundle 10 users</td>
<td>1</td>
<td>$726.72</td>
<td>$726.72</td>
</tr>
<tr>
<td><strong>TOTAL COST</strong></td>
<td></td>
<td><strong>$30,109.67</strong></td>
<td></td>
</tr>
</tbody>
</table>

Section 2: That the funds for said renewal purchase shall be provided from the FY 19 Information Technology Fund adopted Budget.

Section 3: That this Resolution shall take effect immediately upon adoption.
PASSED AND ADOPTED BY THE CITY COMMISSION OF THE CITY OF NORTH LAUDERDALE, FLORIDA, ON THIS _____ DAY OF ___________, 2018.

APPROVED AS TO FORM:

______________________________
CITY ATTORNEY SAMUEL S. GOREN

______________________________
MAYOR JACK BRADY

______________________________
VICE MAYOR RICH MOYLE

ATTEST:

______________________________
CITY CLERK PATRICIA VANCHERI
TO: Honorable Mayor and City Commission

FROM: Ambreen Bhatty, City Manager

BY: Rodney Turpel, Fire Chief
    Susan Nabors, Director of Finance

DATE: October 30, 2018

SUBJECT: LETTER OF INTENT TO PURCHASE FIRE RESCUE VEHICLE
          TO REPLACE RESCUE 44

In order to maintain an optimum level of service to the community, Fire Rescue fleet of emergency response apparatus is continuously evaluated and replaced when a unit has reached its end of service life or can no longer maintain the continual response demands of a front line unit. With this being stated, staff along with the City’s Fleet Service has determined that Rescue 44 should be rotated to a reserve back-up unit and a new rescue unit is required to be purchased.

After researching different types of rescue units that are available while also being fiscally responsible, staff has concluded that the best option for North Lauderdale Fire Rescue is to rebuild one of our reserve rescue units (NL 338) in lieu of purchasing a totally new rescue unit. Reserve Rescue NL 338 is a 2002 Freightliner rescue unit that was purchased from Tamarac Fire Rescue in 2014 and placed in North Lauderdale Fire Rescue emergency response fleet as a reserve back-up rescue unit. Although NL 338 has reached its end of service life, the rear transport box is still in good condition and can be retained for a rebuild process on a brand new rescue unit chassis.

The rebuild process will include to re-vitalize the existing rear box of the NL 338 rescue unit and place it on a brand new 2020 Freightliner M2 Chassis (Cab), saving the City up to $40,000.00. In addition, the decision to purchase the chassis of Freightliner M2 model instead of an entirely new rescue unit from a different manufacturer was made after discussion with Tamarac’s fleet operations manager, as they maintain our units. Purchasing similar vehicles as they have in operation is highly beneficial for maintenance, stocking of parts, and warranty work purposes.

This purchase of a 2020 Freightliner M2 Chassis (Cab) from Hall-Mark REV Fire Apparatus will be made through Florida Sheriffs Association Contract # FSA 18-VEF13.0 with the purchase price of $237,097.55, which includes the rebuild process.
The funds to purchase this vehicle are available in the FY 2019 Fire Rescue Budget. The Proposal from Hall-Mark REV Fire Apparatus has been extended to us until December 18, 2018. The average build time for the unit is 120-150 days after delivery of the new chassis.

RECOMMENDATION:
The City Administration is recommending the Commission’s consideration and approval of the attached resolution authorizing the City Manager or her designee to execute a letter of intent Agreement with Hall-Mark REV Fire Apparatus for the purchase of a 2020 Freightliner M2 Chassis Model through Florida Sheriffs Association Contract # FSA 18-VEF13 and rebuild of NL 338 Box at a cost not to increase $237,097.55.
RESOLUTION NO._____________________

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF NORTH LAUDERDALE, FLORIDA, AUTHORIZING THE CITY MANAGER, OR HER DESIGNEE, TO EXECUTE A LETTER OF INTENT AGREEMENT WITH HALL-MARK REV FIRE APPARATUS FOR THE PURCHASE OF A 2020 FREIGHTLINER M2 CHASSIS MODEL THROUGH FLORIDA SHERIFFS ASSOCIATION CONTRACT # FSA 18-VEF13 AND REBUILD OF NL 338 BOX AT A COST NOT TO INCREASE $237,097.55, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the need exists to replace the front line Rescue 44 unit; and

WHEREAS, the replacement of this front line unit will be accomplished by the use of the rear transport box from a reserve rescue unit NL 338 which will be rebuilt to be placed on a new 2020 Freightliner M2 Chassis; and

WHEREAS, Hall-Mark Fire Apparatus has agreed to sell a 2020 Freightliner M2 Chassis and to utilize and rebuild the transport box of NL 338 to the City of North Lauderdale using the Florida Sheriffs Association Contract # FSA 18-VEF13.0 for the purchase price of $237,097.55; and

WHEREAS, this vehicle shall be equipped with all necessary components and recommended equipment as required by the Fire Rescue Department; and

WHEREAS, the delivery of this vehicle would occur in approximately 120-150 calendar days after receipt of the new chassis; and

WHEREAS, the funds for this purchase will be available in the FY 2019 Fire Rescue Budget line item 1152099-564770 Vehicle Replacement.

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

Section 1: That the City Manager or her designee is hereby authorized to issue a Letter of Intent to Purchase to Hall-Mark Fire Apparatus for the purchase of a new fire rescue vehicle in the amount of $237,097.55.

Section 2: That the vehicle will be purchased using the current Florida Sheriff’s Association Contract # FSA 18-VEF13.0 with funds allocated in the FY 2019 fire rescue budget.
Section 3: That this Resolution shall take effect immediately upon adoption.

PASSED and ADOPTED by the City Commission of the City of North Lauderdale, Florida, this ____________ day of ____________________, 2018.

APPROVED AS TO FORM:

___________________________________
CITY ATTORNEY SAMUEL S. GOREN

___________________________________
MAYOR JACK BRADY

___________________________________
VICE MAYOR RICH MOYLE

ATTEST:

___________________________________
PATRICIA VANCHERI, CITY CLERK
Rescue Remount

DATE: October 19, 2018
The Proposal has been prepared for:

North Lauderdale Fire Rescue
6151 Bailey Road
North Lauderdale, FL 33068

We propose to furnish the City of North Lauderdale Fire Department for one (1) Remounted Rescue Transport Vehicle on a 2020 Freightliner Extended Cab & Chassis performed by REV RTC. Pricing is based on Florida Sheriff’s Association Contract FSA Contract FSA18-VEF13.0.

Delivery will approximately 120-150 calendar days after receipt of New and Old Chassis. Terms of payment shall be Net 30 Days.

<table>
<thead>
<tr>
<th>Remounted as per FSA Contract FSA18-VEF13.0</th>
<th>$237,097.55</th>
</tr>
</thead>
<tbody>
<tr>
<td>(Rescue #44)</td>
<td></td>
</tr>
<tr>
<td>Total:</td>
<td>$237,097.55</td>
</tr>
</tbody>
</table>

This quote is valid for 60 days unless extended in writing. Pricing is based on enclosed written specifications.

Company
By: [Signature]
Title: Director of Sales
Date: October 19, 2018

Purchaser
By: [Signature]
Title: [Blank]
Date: [Blank]
Chief Rodney Turpel

North Lauderdale Remount

Sally Willson

<table>
<thead>
<tr>
<th>Qty.</th>
<th>Brand</th>
<th>Part No.</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>FRT</td>
<td>Chassis</td>
<td>Freightliner Ext. Cab Chassis</td>
</tr>
<tr>
<td>1</td>
<td></td>
<td></td>
<td>Install power load</td>
</tr>
<tr>
<td>26</td>
<td>REV</td>
<td>Labor</td>
<td>Prep new chassis for box install</td>
</tr>
<tr>
<td>18</td>
<td>REV</td>
<td>Labor</td>
<td>Modify rear of cab for pass thru</td>
</tr>
<tr>
<td>1</td>
<td>REV</td>
<td>Labor</td>
<td>New trim package</td>
</tr>
<tr>
<td>1</td>
<td>REV</td>
<td>Labor</td>
<td>New battery tray</td>
</tr>
<tr>
<td>8</td>
<td>REV</td>
<td>Labor</td>
<td>Transfer rear step assy</td>
</tr>
<tr>
<td>55</td>
<td>REV</td>
<td>Labor</td>
<td>Transfer chassis electrical</td>
</tr>
<tr>
<td>8</td>
<td>REV</td>
<td>Labor</td>
<td>Transfer siren speakers</td>
</tr>
<tr>
<td>120</td>
<td>REV</td>
<td>Labor</td>
<td>Transfer patient box to new chassis</td>
</tr>
<tr>
<td>10</td>
<td>REV</td>
<td>Labor</td>
<td>Body mount isolator</td>
</tr>
<tr>
<td>60</td>
<td>REV</td>
<td>Labor</td>
<td>Transfer all cab mounted equipment</td>
</tr>
<tr>
<td>14</td>
<td>REV</td>
<td>Labor</td>
<td>Connect all HVAC to chassis</td>
</tr>
<tr>
<td>24</td>
<td>REV</td>
<td>Labor</td>
<td>Install new body mounts</td>
</tr>
<tr>
<td>1</td>
<td>REV</td>
<td>Labor</td>
<td>New ALS cabinets in cab</td>
</tr>
<tr>
<td>1</td>
<td>REV</td>
<td>Labor</td>
<td>Remove and replace flooring</td>
</tr>
<tr>
<td>1</td>
<td>REV</td>
<td>Labor</td>
<td>Paint body single color (includes door seals)</td>
</tr>
<tr>
<td>1</td>
<td>REV</td>
<td>Labor</td>
<td>Replace interior upholstery as needed</td>
</tr>
<tr>
<td>1</td>
<td>REV</td>
<td>Labor</td>
<td>Replace warning and DOT lights</td>
</tr>
<tr>
<td>1</td>
<td>REV</td>
<td>Labor</td>
<td>Buff all diamond plate</td>
</tr>
<tr>
<td>1</td>
<td>REV</td>
<td>Labor</td>
<td>Pick up and delivery (200 mile radius)</td>
</tr>
<tr>
<td>1</td>
<td>REV</td>
<td>Labor</td>
<td>Lettering allowance</td>
</tr>
<tr>
<td>1</td>
<td>REV</td>
<td></td>
<td>Replace all door latches (interior/exterior)</td>
</tr>
<tr>
<td>1</td>
<td>REV</td>
<td></td>
<td>Replace rear bumper assy</td>
</tr>
<tr>
<td>1</td>
<td>REV</td>
<td></td>
<td>Replace siren and speakers</td>
</tr>
<tr>
<td>1</td>
<td>REV</td>
<td></td>
<td>Replace scene lights</td>
</tr>
<tr>
<td>1</td>
<td>REV</td>
<td></td>
<td>Replace auto eject</td>
</tr>
<tr>
<td>1</td>
<td>REV</td>
<td></td>
<td>Replace all interior panels (door / ceiling)</td>
</tr>
</tbody>
</table>

Pricing on above items valid for 30 days

If final repair bill will exceed quote by 10%, customer will be notified prior to any additional services performed.

Revised July 6, 2004
RESOLUTION NO. __________________

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF NORTH LAUDERDALE FLORIDA, SUPPORTING THE CLOSURE OF SCHOOL BOARD OF BROWARD COUNTY PUBLIC SCHOOLS ON ELECTION DAY OR THE RELOCATION OF VOTING PRECINCTS FROM SCHOOL BOARD OF BROWARD COUNTY PUBLIC SCHOOLS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, for many years in the past, the Broward County Supervisor of Elections, through an agreement with the School Board of Broward County (the “SBBC”), has utilized SBBC schools for voting precincts for primary, general and municipal elections; and

WHEREAS, while efforts are made by the respective SBBC schools to prevent access to other areas of the school campuses, parents, families and school staff have been concerned about having to permit access to the school campuses on election days for people who would not otherwise be permitted on the school campuses; and

WHEREAS, on February 14, 2018, a shooter gained access to the SBBC’s Marjory Stoneman Douglas High School campus and murdered seventeen students and teachers and injured seventeen others; and

WHEREAS, during the August 28, 2018 primary election in Broward County, 128 SBBC schools were used to accommodate 154 voting precincts; and

WHEREAS, Section 102.101, Florida Statutes, prohibits law enforcement personnel on duty in a polling precinct unless requested by the Supervisor of Elections; and

WHEREAS, increasing visible police presence at or outside voting precincts are not solutions as police presence at the polls has been an historic method in areas of the United States to allegedly intimidate voters and can lead to lawsuits related to alleged voter intimidation; and

WHEREAS, for the November 6, 2018 general election, SBBC schools will be closed for an employee planning day; and

WHEREAS, reportedly other public school districts have adjusted their school year calendar to ensure schools are closed on election days to avoid the concern of having people on the school campuses who would otherwise not be permitted on the campuses during the school day; and

WHEREAS, the City of North Lauderdale has been, and is, a strong advocate for school safety as well as encouraging more and better access to methods for citizens to cast their votes in elections; and
WHEREAS, the SBBC and the Broward County Supervisor of Elections should work together to find a solution to eliminate the risks associated with individuals who would otherwise not be permitted on an SBBC school campus on election day, either by closing SBBC schools on election day or relocating voting precincts out of SBBC schools; and

WHEREAS, the City Commission finds that this Resolution is in the best interest of the City.

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

Section 1: The foregoing recitals contained in the preamble to this Resolution are incorporated by reference herein.

Section 2: The City Commission supports the closure of School Board of Broward County schools on election days for primary, general, and municipal elections, or the relocation from School Board of Broward County schools to other locations, for the safety of the students, faculty, staff, and volunteers.

Section 3: The City Clerk is directed to distribute this Resolution to all municipal and county governments within Broward County, the School Board of Broward County, and the Broward County Supervisor of Elections.

Section 4: The appropriate City officials are authorized to execute all necessary documents and to take any necessary action to effectuate the intent of this Resolution.

Section 5: This Resolution shall take effect upon its adoption.

PASSED and ADOPTED by the City Commission of the City of North Lauderdale, Florida this 9th day of October, 2018.

APPROVED AS TO FORM:

___________________________________  _______________________
SAMUEL S. GOREN, CITY ATTORNEY       MAYOR JACK BRADY

___________________________________  _______________________
ATTEST: PATRICIA VANCHERI   VICE MAYOR RICH MOYLE
CITY CLERK
TO: MAYOR AND CITY COMMISSION
FROM: DEPUTY CLERK, ELIZABETH GARCIA-BECKFORD
DATE: OCTOBER 30, 2018
RE: DEPUTY CITY CLERK EMPLOYMENT AGREEMENT AND ANNUAL EVALUATION

At this time, I am submitting my first amendment to my Employment Agreement for your consideration and approval which coincides with my annual evaluation. This is my third year of employment in the capacity of Deputy City Clerk with the City of North Lauderdale. My Employment Agreement is being amended to reflect my requested salary increase and to convert my job status from a non-exempt employee to an exempt employee. The exempt status will enable me to be available in the capacity of Deputy City Clerk to attend various meetings after hours without overtime in addition to all other administrative and employment requirements.

I am requesting a salary increase from $39,243 to $47,000 for the following reasons:

- As your Deputy City Clerk, I have diligently worked to learn and apply the information I have gained in the past few years towards all the responsibilities involved in this role.
- I have fulfilled my obligation to obtain the Certified Municipal Clerk designation as well as working to fulfill the responsibilities that are attributed to my position and title of Deputy City Clerk.
- I will not receive any overtime compensation wages for additional hours worked as my job status changes from non-exempt to exempt.
- My salary adjustment would put my compensation in line with this type of profession.
- I am currently working towards completion of the Masters Municipal Clerk designation which is a recognized level of achievement associated with a professional clerk.
- I am an active member of three Clerk Associations, the, (IIMC) International Institute of Municipal Clerks, (FACC) Florida Association of City Clerks and the (BCMCA) Broward County Municipal Clerk Association. Consequently, I have been appointed to serve on several committees associated with the status of a professional clerk.

Additionally, I would like to mention that I was awarded two scholarships; the first Scholarship in the amount of $450.00 by the FACC (Florida Association of City Clerks) and the second Scholarship in the amount of $400.00 by the IIMC (International Institute of Municipal Clerks) which I applied towards attending two Clerk Academy’s for my professional development.

Overall, I would like to thank the City Commission for affording me the opportunity to serve as Deputy City Clerk for the City of North Lauderdale. I am honored to serve the Commission, residents and staff as I continue to gain knowledge and to develop professionally as Deputy City Clerk.
FIRST AMENDMENT TO EMPLOYMENT AGREEMENT

THIS FIRST AMENDMENT is made and entered into on this _______ day of __________________, 2018 between the CITY OF NORTH LAUDERDALE, a Florida Municipal Corporation, hereinafter referred to as “CITY” and ELIZABETH GARCIA BECKFORD, hereinafter referred to as “DEPUTY CITY CLERK”.

WHEREAS, on October 16, 2015, the CITY and DEPUTY CITY CLERK entered into an employment agreement (“Original Agreement”) which expires on November 1, 2018; and

WHEREAS, at its regular meeting on October ____, 2018, the City Commission authorized and approved this First Amendment to the Original Agreement in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, for and in consideration of the sum of the mutual covenants and other good and valuable consideration, the receipt of which are hereby acknowledged, the parties hereto agree as follows:

SECTION 1. The recitations set forth in the above "WHEREAS" clauses are true and correct and incorporated herein by this reference.

SECTION 2. Article I, Terms and Conditions- City of the Original Agreement is revised as follows:

a. Section 1.2: To pay and to compensate the DEPUTY CITY CLERK the sum of Forty-Seven Thousand Dollars and 00/100 ($47,000.00) for the first year of the First Amendment to Employment Agreement in accordance with the regularly scheduled method of compensation for other municipal employees. The City Commission shall undertake to review the DEPUTY CITY CLERK's performance no less than annually based on administrative review criteria established by the City Commission.

b. Notwithstanding any prior arrangements or agreements between the parties, all other provisions of Article I of the Original Agreement will remain in full force and effect throughout the term of this First Amendment, unless this First Amendment is otherwise terminated.

SECTION 3. Article II, Terms and Conditions- Deputy City Clerk of the Original Agreement is revised as follows:

a. Section 2.4: That the position of DEPUTY CITY CLERK is not and cannot be hourly-type employment. The DEPUTY CITY CLERK will do all things necessary and required to be available to the CITY to attend various meetings of the City Commission and its various advisory and charter-established boards in addition to all other administrative and employment requirements, as requested.

b. Section 2.5: The DEPUTY CITY CLERK will obtain the Master Municipal Clerk Certification. Should the DEPUTY CITY CLERK separate from service within twenty-four (24) months of completion of the certification or prior to completion of the Master Municipal Clerk Certification, the DEPUTY CITY
CLERK agrees to repay the City all amounts expended by the City towards the certification within the previous twenty-four (24) month period.

SECTION 4. Article III, Term and Termination of the Original Agreement is hereby repealed and replaced with the following:

a. Section 3.0: This Agreement shall commence on November 1, 2018 and shall terminate on October 31, 2021. The CITY and DEPUTY CITY CLERK agree that the Original Agreement and this First Amendment may be renewed for an additional three-year term as agreed to by the parties in a latter document of equal dignity herewith.

SECTION 5. In the event of any conflict or ambiguity by and between the terms and provisions of this First Amendment, and the Original Agreement, the terms and provisions of this First Amendment will control to the extent of any such conflict or ambiguity.

SECTION 6. The terms and conditions of the Original Agreement remain in full force and effect, except as specifically amended herein.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this ____, day of __________________________, 2018.

CITY: DEPUTY CITY CLERK
CITY OF NORTH LAUDERDALE

BY: ________________________________ BY: ________________________________
MAYOR JACK BRADY ELIZABETH GARCIA BECKFORD

ATTEST:

____________________________________
Patricia Vancheri, City Clerk

APPROVED AS TO FORM:

____________________________________
Samuel S. Goren, City Attorney