1. INVOCATION AND PLEDGE OF ALLEGIANCE – Commissioner Moyle

2. ROLL CALL

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

3. APPROVAL OF MINUTES

      ▪ Shade Session
      ▪ Workshop
      ▪ Commission Meeting

4. PRESENTATIONS

   a. Broadview Civic Association presentation to the City of North Lauderdale Parks and Recreation Department

   b. National League of Cities Service Line Warranty Program Presentation (Lee Zell)

5. PROCLAMATIONS

   a. National Wear Red Day – February 6th - and American Heart Month – February (Chris Gentile, American Heart Association)
6. PUBLIC DISCUSSION

7. ORDINANCES SECOND READING

a. Ordinance – Second Reading – Amendment to City Code of Ordinances, Chapter 2, Article VII, Division 2, Entitled Code Enforcement Board

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

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF NORTH LAUDERDALE, FLORIDA, AMENDING CHAPTER 2, ENTITLED “ADMINISTRATION”, ARTICLE VII, ENTITLED “CODE ENFORCEMENT”, DIVISION 2, ENTITLED “CODE ENFORCEMENT BOARD”, TO UPDATE DEFINITIONS, CLARIFY MATTERS RELATING TO THE CODE ENFORCEMENT BOARD MEMBERSHIP AND QUALIFICATIONS AND SPECIAL MAGISTRATES, TO INCORPORATE STATUTORY CODE ENFORCEMENT PROCEDURES, INCLUDING DEFINITIONS, CONDUCT OF HEARING, POWERS OF CODE ENFORCEMENT BOARDS AND SPECIAL MAGISTRATES, ADMINISTRATIVE FINES, COSTS OF REPAIRS AND LIENS, DURATION OF LIEN PROCESSES, AND NOTICE PROCEDURES FROM CHAPTER 162, F.S.; PROVIDING FOR A LIEN MITIGATION PROCESS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.

8. CONSENT AGENDA

- Remove items from consent agenda if desired
- Commission motion, second and vote to read
- Attorney reads consent agenda
- Commission motion, second and vote to adopt the consent agenda
a. RESOLUTION – Staffing Connection Minimum Wage Increase
(2nd Amendment)

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF NORTH
LAUDERDALE, FLORIDA, AUTHORIZING THE CITY MANAGER TO SIGN
AN AMENDMENT TO THE ORIGINAL AGREEMENT FOR CROSSING
GUARD SERVICES WITH STAFFING CONNECTION TO INCREASE THE
HOURLY RATE BY $0.12 BEGINNING JANUARY 1, 2015 DUE TO A CHANGE
IN THE FLORIDA STATUTORY MINIMUM WAGE; AND PROVIDING FOR
AN EFFECTIVE DATE.

b. RESOLUTION – EMS Ride-Along Agreement

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

c. RESOLUTION – Purchase of Turf Maintenance Equipment for Parks &
Recreation

A RESOLUTION OF THE CITY OF NORTH LAUDERDALE AUTHORIZING
THE PURCHASE OF 2 TORO GROUNDMASTER 7200 HEAVY DUTY ZERO
TURN LAWN MOWERS AND 1 TORO WORKMAN MDX UTILITY CART OFF
OF THE NATIONAL IPA CONTRACT # 120535 IN THE AMOUNT NOT TO
EXCEED $45,199.13 OUT OF THE PARKS AND RECREATION DEPARTMENT
FY- 2015 CAPITAL BUDGET 3117071-563100; AND PROVIDING AN
EFFECTIVE DATE.

d. RESOLUTION – BSO Law Enforcement Trust Fund Purchases

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF NORTH
LAUDERDALE, FLORIDA, RATIFYING AND APPROVING THE CITY
MANAGER’S AUTHORIZATION OF EXPENDITURE NOT TO EXCEED
$30,000.00 FROM THE LAW ENFORCEMENT TRUST FUND FOR THE
PURCHASE OF A FORD F-150 TRUCK FOR $26,715 AND UTILIZING THE
REST OF THE BALANCE TO OUTFIT THE VEHICLE WITH THE
NECESSARY EMERGENCY EQUIPMENT; AND PROVIDING AN EFFECTIVE
DATE.

e. RESOLUTION - Surplus of Public Works/Utilities Pick-up Trucks
A RESOLUTION OF THE CITY OF NORTH LAUDERDALE, FLORIDA AUTHORIZING THE SURPLUS OF TWO FORD F-150 PICK-UP TRUCKS AND SELECTION OF THE MOST APPROPRIATE METHOD OF DISPOSAL OF THESE TRUCKS; AND PROVIDING AN EFFECTIVE DATE.

9. OTHER BUSINESS

a. RESOLUTION – Broward County ILA for Naturescape Irrigation Services

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

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF NORTH LAUDERDALE, FLORIDA, AUTHORIZING AND DIRECTING THE APPROPRIATE CITY OFFICIALS TO ENTER INTO AND EXECUTE THE INTERLOCAL AGREEMENT BETWEEN THE CITY OF NORTH LAUDERDALE AND BROWARD COUNTY TO PROVIDE COST SHARE SUPPORT OF A NATURESCAPE IRRIGATION SERVICE WITHIN THE WATER UTILITY SERVICE AREA OF THE CITY AND AUTHORIZING BROWARD COUNTY TO CONDUCT REQUIRED TECHNICAL ACTIVITIES AS PART OF LANDSCAPE AND IRRIGATION SYSTEM EVALUATIONS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

b. RESOLUTION – Confirming Administrative Order for a Moratorium of Commercial Facility Uses (CF) in other Zoning Districts

- 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, CONFIRMING THE JANUARY 16, 2015, ADMINISTRATIVE ORDER ISSUED BY THE CITY MANAGER RELATING TO REVIEW OF COMMUNITY FACILITY (CF) USES WITHIN THE CITY; APPROVING AND AUTHORIZING THE CITY ADMINISTRATION TO CONDUCT SUCH REVIEW; PROVIDING FOR A TIME PERIOD FOR THE REVIEW; PROVIDING FOR LIMITATIONS ON ISSUANCE OF LICENSES AND PERMITS DURING THE TIME OF
THE REVIEW; PROVIDING THAT THE ADOPTION OF THIS RESOLUTION COMMENCES THE AMENDMENT PROCESS FOR AMENDMENTS TO THE CITY’S CODE OF ORDINANCES RELATING TO CF USES WITHIN THE CITY; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

c. RESOLUTION – 17th Street Roadway Improvement Project

- 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 OF NORTH LAUDERDALE, FLORIDA AUTHORIZING THE CITY ADMINISTRATION TO ACCEPT THE PROPOSAL FROM THE CITY’S ENGINEERING CONSULTANT CALVIN GIORDANO AND ASSOCIATES TO DEVELOP DESIGN AND CONSTRUCTION PLANS AND BID DOCUMENTS FOR THE 17TH STREET ROADWAY IMPROVEMENT PROJECT IN THE AMOUNT OF $71,725.00; AND PROVIDING AN EFFECTIVE DATE.

10. REPORTS

a. Update on Federal and State Grants (Sandy Lila, Neighborhood Improvement Coordinator)

11. COMMISSION COMMENTS

a. Discussion and possible Motion to Approve letter to County Commission regarding meetings for Solid Waste Disposal Services (Mayor Brady)

12. CITY MANAGER COMMENTS

a. Broward County Emergency Management Table-Top Exercise, “Housing after a Natural Disaster” being held Thursday, April 30, 2015 – 9:00 - 11:30 am in City Hall Commission Chambers

13. CITY ATTORNEY COMMENTS

14. ADJOURNMENT
On Tuesday, January 13, 2015 at 5:00 p.m., the City Commission held a closed door, attorney-client session in City Hall pursuant to Section 286.011(8), Florida Statutes. The purpose of the meeting was that the City Attorney desired advice concerning litigation regarding the following:

City of Sunrise, City of North Lauderdale, et. al. v. Broward County, Florida, Broward County Circuit Court Case No. 13-105660 (19).

The meeting convened at 5:00 p.m. City Clerk Vancheri called roll. The following were in attendance: Mayor Jack Brady, Vice Mayor Jerry Graziose, Commissioner Lorenzo Wood, Commissioner Rich Moyle (by teleconference), Commissioner David G. Hilton, City Attorney Samuel S. Goren, Assistant City Attorney Michael D. Cirullo, Jr., Ambreen Bhatti, City Manager, and Joyce Marks, a Certified Court Reporter with Prestige Reporting Services. Also present was Assistant City Attorney, Michael Cirullo. There were no members of the public present.

City Attorney Goren asked that the Commission recess the public session and continue in the shade under state statute so that he may seek advice on settlement negotiations and strategy sessions relating to litigation expenditures.

At approximately 5:03, Commissioner Wood moved to recess; seconded by Commissioner Hilton. All yes. Clerk Vancheri exited the session.

At approximately 5:40 the public session was re-convened with the same attendees as previously noted.

Attorney Goren commented that the Commission’s guidance, advice and direction was received and asked for adjournment of the public session of the meeting.

There being no further business, the meeting adjourned at 5:42 p.m.

Respectfully submitted,
Patricia Vancheri, CMC
City Clerk
CITY OF NORTH LAUDERDALE
COMMISSION MEETING

WORKSHOP

TUESDAY, JANUARY 13, 2015

MINUTES

The North Lauderdale City Commission met at the Municipal Complex on Tuesday, January 13, 2015. The workshop convened at 5:43 p.m.

1. ROLL CALL – Clerk called roll. All present

   Mayor Jack Brady
   Vice Mayor Jerry Graziose
   Commissioner David G. Hilton
   Commissioner Rich Moyle (telephonically)
   Commissioner Lorenzo Wood
   City Manager Ambreen Bhatty
   City Attorney Samuel S. Goren
   City Clerk Patricia Vancheri

2. SUBJECT – CITY LOGO

   City Manager Bhatty presented the item based on the PowerPoint presentation attached to these minutes. She gave the history of how it came about to change the City Logo and said initially when the Ordinance was written, it was with the assumption that “Building a Future” would replace the City’s Corporate Seal. However, after presentation of the second reading of the proposed ordinance the Commission decided to retain “City of Tomorrow” as the Corporate Seal, but use the “Building a Future” logo which is very similar with the exception of the exclusion of the man, wife and child on the logo. This “Building a Future” logo was registered as a trademark that was used on promotional documents. The City’s Corporate Seal, the official raised seal was still used on legal documents. Mrs. Bhatty advised that the trademark expired in 2013 and she is seeking direction from the Commission. She commented that neighborhood cities have an official corporate seal, but have recently adopted other trademarks with tag-lines.

   Mrs. Bhatty presented options as out-lined in the PowerPoint and the options were discussed. After some discussion, the consensus of the Commission was to go with Option One - Use City Corporate Seal for just official uses and renew the Trademark (Building a Future) which is what we are doing now. City Attorney Goren commented
that the Trademark is still available to renew. City Manager Bhatti advised that they could do this and perhaps come back at a later time to decide if they wanted to change anything.

There being no further business, the workshop adjourned at 5:55 p.m.

Respectfully submitted,
Patricia Vancheri, City Clerk
CITY OF NORTH LAUDERDALE

COMMISSION MEETING

TUESDAY, JANUARY 13, 2015

MINUTES

The North Lauderdale City Commission met at the Municipal Complex on Tuesday, January 13, 2015. The meeting convened at 6:00 p.m.

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

2. ROLL CALL – Clerk called roll. All present.
   
   Mayor Jack Brady  
   Vice Mayor Jerry Graziose  
   Commissioner David G. Hilton  
   Commissioner Rich Moyle (telephonically)  
   Commissioner Lorenzo Wood  
   City Manager Ambreen Bhatti  
   City Attorney Samuel S. Goren  
   City Clerk Patricia Vancheri

3. APPROVAL OF MINUTES

   a. December 9, 2014 – Vice Mayor Graziose moved to approve the minutes as submitted. Seconded by Commissioner Hilton. Minutes approved unanimously by voice vote.

4. PRESENTATIONS

   a. Fire Department Recognition for Employee Training

   Jennifer Yarmitzky, Human Resources Manager, and Fire Chief Rodney Turpel presented certificates of recognition to some of the Firefighters who assisted Human Resources with CPR Training of 90 employees which was completed in September, making 96% of the City’s full-time employees certified through the American Heart Association’s CPR and AED certifications. Also, in December the Fire Department assisted in training 106 full and part-time employees in the use of fire extinguishers.
b. Donation of $75,000 for Purchase of Bus

This item was postponed until the arrival of Broward County Sheriff Scott Israel. and Mike Sargis, Ex. Director, North Lauderdale Recreation Foundation

c. Honorable Mention of National Law Enforcement Appreciation Day which occurred on January 9th

Mayor Brady expressed appreciation for the quality of the protection the Broward Sheriff’s Office, District 15, offers the City and its residents. Mayor Brady indicated that the division closes about 96% of its reported crimes.

5. PUBLIC DISCUSSION

Gavin Yeatts, a representative from Salvation Army Adult Rehabilitation Center, 1901 W. Broward Blvd, Fort Lauderdale, presented a plaque to the City in appreciation of their support and for passing an ordinance regarding collection bins for clothing for non-profit charities.

6. QUASI-JUDICIAL ITEMS

a. SITE PLAN AMENDMENT SPR 14-02
NAME OF APPLICANT: Country Village Estates Condominium Assn Inc.
PROJECT NAME: Country Village Estates
PROJECT LOCATION: 7617-7737 Tam O’Shanter Blvd
PROJECT DESCRIPTION: Amendment to approved Final Site plan to remove the pool and return the area to open space in Multifamily Low-Medium Density District (RM-10).

Attorney Goren read the item and all interested parties were duly sworn. Tammy Reed-Holguin, Community Development Director, presented the item based on the backup memorandum. She indicated that the applicant is proposing to amend the previously approved site plan to remove the swimming pool. Applicant has advised staff that the community can no longer sustain the swimming pool on the property and wishes to remove it and make it an open space green area. The Association has voted and approved this item. The City’s Community Development staff found no objection to this request and recommends Commission’s consideration and approval of the final site plan amendment subject to the five (5) conditions outlined in staff memorandum. Public hearing opened. No one spoke.

Vice Mayor Graziose moved to approve. Seconded by Commissioner Hilton. Sean Cooper, Vice President of the Board of Directors of Country Village Estates Condominium Association, was present to represent applicant. John Yanovik, President of Coral Tech Associates, also present, is the company working as a consultant for the Association. Mr. Cooper agreed to the
conditions outlined in staff memorandum. All in favor by voice vote. **Motion approved unanimously.**

7. **OTHER BUSINESS**

   a. **ORDINANCE – First Reading – Amendment to City Code of Ordinances, Chapter 2, Article VII, Division 2, Entitled Code Enforcement Board**

   Vice Mayor Graziose moved to read. Seconded by Commissioner Hilton.
   Attorney read:

   **AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF NORTH LAUDERDALE, FLORIDA, AMENDING CHAPTER 2, ENTITLED “ADMINISTRATION”, ARTICLE VII, ENTITLED “CODE ENFORCEMENT”, DIVISION 2, ENTITLED “CODE ENFORCEMENT BOARD”, TO UPDATE DEFINITIONS, CLARIFY MATTERS RELATING TO THE CODE ENFORCEMENT BOARD MEMBERSHIP AND QUALIFICATIONS AND SPECIAL MAGISTRATES, TO INCORPORATE STATUTORY CODE ENFORCEMENT PROCEDURES, INCLUDING DEFINITIONS, CONDUCT OF HEARING, POWERS OF CODE ENFORCEMENT BOARDS AND SPECIAL MAGISTRATES, ADMINISTRATIVE FINES, COSTS OF REPAIRS AND LIENS, DURATION OF LIEN PROCESSES, AND NOTICE PROCEDURES FROM CHAPTER 162, F.S.; PROVIDING FOR A LIEN MITIGATION PROCESS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.**

   Attorney Goren commented that this has been in the works for some time; the statute was updated from time to time and this ordinance finally reflects what the statute currently provides for and cleans up the provisions of our current Code. Jesus Valdes, Code Enforcement Supervisor, reiterated that this is a housekeeping item to make sure that our Code is in unison with the Florida Statute and also implements and adopts the mitigation process formally, wherein it had been a pilot program. He said this process has been successful in allowing respondents with liens to have a last chance to mitigate those liens. City Manager Bhatty commented that this does not alter the composition of the current membership of the Code Board. **Vice Mayor Graziose moved to adopt. Seconded by Commissioner Hilton. No discussion. All in favor by voice vote.**

   **ORDINANCE PASSED UNANIMOUSLY ON FIRST READING**

   A second and final public hearing on this ordinance will be advertised and heard at the City Commission meeting on January 27, 2015.
b. RESOLUTION - Change in Signatories for All Financial Institutions

Vice Mayor Graziose moved to read. Seconded by Commissioner Hilton. Attorney read:

A RESOLUTION OF THE CITY OF NORTH LAUDERDALE, FLORIDA AUTHORIZING AND DIRECTING THE CITY MANAGER TO AMEND THE LIST OF AUTHORIZED SIGNERS FOR ALL ACCOUNTS WITH FINANCIAL INSTITUTIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

City Manager Bhatty commented that she has been working with Mr. Gonzalez, the new Finance Director, to improve the way we have been doing business in the Finance Department, and it has been determined that there should be two signatures on all financial transactions with any of the City’s accounts with any financial institutions. This resolution will add some signers so that there would always be at least two signers available. Commissioner Hilton moved to adopt. Seconded by Commissioner Wood. No discussion. All in favor by voice vote.

RESOLUTION NO. 15-01-6131 PASSED AND APPROVED UNANIMOUSLY

c. RESOLUTION - Rejection of Bids – Water Treatment Plant Steel Storage Tank Rehabilitation Bid – RFP #14-11-346

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

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF NORTH LAUDERDALE, FLORIDA, REJECTING ALL BIDS RECEIVED FOR RFP 14-11-346 FOR THE WATER TREATMENT PLANT STEEL STORAGE TANK REHABILITATION AND AUTHORIZING THE CITY MANAGER OR HER DESIGNEE TO RE-EVALUATE AND RE-BID THE PROJECT ACCORDINGLY; AND PROVIDING AN EFFECTIVE DATE.

Mike Shields, Public Works Director, presented the item based on the backup memorandum. He stated that the tank is requested to be inspected every five years and there were some deficiencies found in the tank. A bid was put on the street for repairs, but Mr. Shields reported that the bids that came in were extremely high, unbalanced and had a lot of contingencies which would drive the price even higher. Mr. Shields said they are looking to reject the bids and look at options to reevaluate it to see how we can approach this. In the meantime, they contacted Crom Tank, which is a leader in the industry in concrete tanks. They built our current tank over 20 years ago and there has been no problems with that tank. Mr. Shields asked for a rough estimate to build a brand new tank which may be an option to explore. He said Crom Tank is under GSA contracts and will come back with a quote and we may possibly piggy back rather than go out for a full-fledged bid. Mr. Shields commented that the expense may be a little more to replace a steel tank with a concrete tank, but in the long run it may be the wise thing to do.
Vice Mayor Graziase moved to adopt. Seconded by Commissioner Hilton. All in favor by voice vote.

RESOLUTION NO. 15-01-6132 PASSED AND APPROVED UNANIMOUSLY

8. REPORTS

a. Update on Blackboard Connect

Jen Johnson, Public Information Officer, commented that around September she gave the Commission a presentation on Blackboard Connect, an emergency notification system. City Manager has signed a contract and this system should be in place by March 1, 2015. PIO Johnson stated that we are in the process of setting it up and our website has an option for residents to opt-in. City Manager stated that this contract is $14,000 for a year, and spoke about the significance of having this service for issues such as what occurred this week with a water shut-off emergency.

b. Update on Clothing Donation Bins after adoption of Ordinance #14-10-1301

Jesus Valdes, Code Enforcement Supervisor, gave a follow up report tracking the progress of enforcement of the new Ordinance passed in October, referencing charitable collection bins. Mr. Valdes stated that the first attempt at enforcement is attempting to contact owners of the bins and property owners verbally, followed by courtesy warning notices. He indicated where the bins are located within the City, and that some owners are scheduled to appear before the Special Magistrate and fines will be sought accordingly. Mr. Valdes also indicated that some have been removed. He said they will continue to monitor and report accordingly.

c. Update on The Palms regarding delinquent Water and Trash bills and other health and safety related issues

City Manager Bhatty gave a PowerPoint presentation on this issue, a copy of which is attached to these minutes. She indicated that there is over $13,663 in delinquent water bills and that they have been dealing with these issues for over 4 years. Payment plans and agreements were made with Mr. Soloman, the Property Manager, but promises were not kept and they were never able to catch up with the total amount that was due. In January, 2014 another agreement was made to try to allow them to catch up, but they still remained behind. A Memorandum of Understanding with specific plans for payments was entered into between the City and the Association in September and payments were still late. In December a letter was sent to owners and the property manager giving 45 days, until January 15 to pay or the water would be shut off. A final courtesy notice was sent by email on January 9 to the association and their legal counsel stating that the payments were still due and the water would be shut off. Another issue is the condition of the neighborhood with overflowing garbage and the association still owes over $3,000 to Waste Pro. Ken Rivera from Waste Pro commented that they have assisted the City in trying to move this process along and spoke of the disruptions of service for non-payment. He said the association seems to be 60 days out with each invoice and they cannot catch up. Mr. Rivera said
they have tried options, but this is a very unique situation. City Manager Bhatty commented that the City staff has stepped in to help with this as it is a health and safety issue that cannot be ignored. She also said there are other code issues such as a green pool which has a cease and desist order issued. Currently there are 18 liens attached to the property and 6 more active cases which have upcoming hearings before the Special Magistrate.

Julian Linton, an investor of the property, and Alan Aronson, a property owner, addressed the Commission. Mr. Linton said he has been trying to reach Mr. Solomon to discuss the situation. He said he has recently been elected to the association’s board and didn’t realize the situation until he got the letter about the proposed shutoff of the water. Mr. Linton commented that he is in the process of selling one unit in order to pay the water bill and also give a loan to the HOA to help. Mr. Linton commented that he discussed all the issues with the City in a meeting last week. He said he spent nearly $2,000 out of pocket to fix the lights. Mr. Linton asked for 30 days at the most to allow time to put money up from his own pocket to help with the situation. Also, there are two properties being sold at the end of the month and the title company has promised to pay what is owed to the association which is over $20,000 once the sales go through. Mr. Linton said he would like to pay half the water bill in good faith tomorrow because he does not want to lose his investments, and would like 30 days to take care of a lot of the problems. He said he is actively involved in many properties in the City. Mr. Aronson commented that part of the community’s problem began in 2005 when the units were converted by a lot of people that were into banking and real estate that took advantage of the situation, and that is why it is such a low owner-occupied area. The conversions were at 125% of the mortgage; they took out second mortgages for improvements, etc., collected rent and never paid the fees and the banks got backed up with foreclosures, which left the association short of cash. Mr. Aronson said they are current with the current bills, but the past bills are what is weighing them down. They can come up with the water bill but that in order to come up with the cash flow for that, they had to stop paying the garbage bill. Mr. Aronson commented that with some personal loans, they can pay although it puts everyone under duress and an extension would help. He said they are working to get the garbage picked up. City Manager Bhatty said they are here to help and will work with them as long as they keep their part of the commitment. Attorney Goren commented that a demand letter was sent to advise that the water would be turned off by the 15th of January, so it would be his suggestion that the letter not be withdrawn, but extended, based on the good faith comments of Mr. Linton and Mr. Aronson; if it is the wish of the Commission, the motion would be to defer the termination notice for 30 days. **Commissioner Moyle made the motion to defer the enforcement of the termination notice for 30 days in order to provide the Association time to bring the property into compliance. Seconded by Commissioner Hilton. All in favor by voice vote. Motion passes unanimously.**

9. **COMMISSION COMMENTS**

Vice Mayor Graziose commented that he wanted to work with staff on establishing guidelines for locations of schools as there have been issues with schools just moving into shopping centers with no permits or traffic studies being done and not enough driveways and parking. He also mentioned that in the Publix plaza on State Road 7 there is no setup for students walking and proper traffic routes. He indicated that the Broward County Land Development Code has
specific guidelines for schools. City Manager Bhatty stated that she would need Commission’s direction if the City wanted to impose a moratorium on schools to give staff time to explore different rules and regulations that would apply to these types of institutions. **Vice Mayor Graziose made the motion to direct staff in this regard. Seconded by Commissioner Moyle. Motion passed unanimously by voice vote.** Attorney Goren asked what schools this pertains to and Vice Mayor Graziose replied private and charter schools as there are no guidelines. Attorney Goren stated that he would work with administration.

Vice Mayor Graziose also commented on the issue with churches. He said there is a rule that no more than 20% of the building can be used, but there is not adequate parking and some of the churches during services take up approximately 80% of the parking lot and businesses are complaining. Vice Mayor Graziose stated he would like staff to look at parking lot percentages and new churches having a distance between them. City Manager Bhatty replied that at Commission’s direction at a previous meeting, staff has already begun looking into regulations to be added to the existing land use plan and/or zoning plan and when they have a more concrete plan, they will share it with the Commission.

**At this point, Agenda Item 4 (b) was presented:**

Sheriff Scott Israel arrived and stated that it is an honor to be here in the City of North Lauderdale and that BSO has a great partnership with the City and its residents. He commented that in the 3rd year of his administration major goals have been achieved, including their Civil Citation Program which keeps kids out of jail, and shared some statistical data. Captain Will Jackson stated that they are proud to carry one of the highest crime clearance rates and are proud of the people that fight crime. He said when people are taken into custody the State of Florida allows them to take property that is believed to have been gained from criminal activity. These become funds that can be given back to the community. Therefore, Sheriff Israel signed over a $50,000 donation to the City toward the purchase of a bus to be used in the community, as well as for a crime prevention platform.

10. **CITY MANAGER COMMENTS**

   a. **Friday, January 16 - 6:45 p.m. - Martin Luther King, Jr. Celebration – City Hall Front Lawn**
   b. **Saturday, January 17 – 9:00 am-Noon – Household Hazardous and E-Waste Collection Event - City Hall Parking Lot**

   City Manager Bhatty also commented about the purchase of a BSO truck with forfeiture funds which was approved previously by the Commission. She indicated that the cost of the truck may be a little more than the $28,000 as originally approved and is seeking approval of the Commission for an amount not to exceed $30,000. She will come back with a retroactive resolution once the final cost is determined. **Vice Mayor Graziose moved to approve. Seconded by Commissioner Moyle. Motion approved unanimously by voice vote.**
City Manager Bhatty reiterated if it were the direction of the Commission to consider a moratorium on new schools and churches until staff could come up with rules and regulations concerning this. She commented that a moratorium should apply to all community facility uses under our zoning code. Attorney Goren commented that essentially it is zoning in progress and they can enter into a temporary moratorium while researching the entire CF classification. Vice Mayor Graziose revised his previous motion to impose a moratorium on all community facility uses. Seconded by Commissioner Hilton. Motion passed unanimously by voice vote.

City Manager Bhatty asked Public Works Director Mike Shields to give an update on the sewage situation that happened last week. Mr. Shields commented that on 81st Avenue, one of the sewer systems coming into the lift station was hit while FPL was doing some boring and there was a crushed pipe. They hired a contractor for the emergency repair which is a very expensive repair. Mr. Shields said this repair could reach between $50,000 and $100,000 because it is a very deep line. He said they are in the clean up stages right now and the next goal is to work out some liabilities with FPL and insurance. Mr. Shields commented that this is the single biggest repair project the City has ever had and the closed section of 81st should be opened this week. City Manager Bhatty said once the costs are determined they will bring it back as an agenda item for approval.

11. CITY ATTORNEY COMMENTS

   a. Request for Conflict Waiver – Fire Fighter Grant Application by the City of North Lauderdale and the City of Tamarac

City Attorney Goren commented that both Cities will be applying for a fire fighter grant and there will be no conflict even though he represents both cities. Commission’s approval is required by law for a waiver of conflict. Vice Mayor Graziose moved to approve. Seconded by Commissioner Wood. All in favor by voice vote.

12. ADJOURNMENT – There being no further business, the meeting adjourned at 7:36 p.m. and convened to the North Lauderdale Recreation Foundation.

Respectfully submitted,

Patricia Vancheri, City Clerk
WHEREAS, February 2015 is American Heart Month; and

WHEREAS, February 6, 2015 is National Wear Red Day; and

WHEREAS, every 34 seconds someone in the United States dies from heart disease; and

WHEREAS, every 57 seconds a women dies from heart disease; and

WHEREAS, heart disease is the number one cause of death for both men and women, exceeding all forms of cancer combined in the United States, claiming more than 1 million lives annually; and

WHEREAS, women account for just over half of the total heart disease deaths in the United States each year; and

WHEREAS, heart disease cost the United States $440 billion in 2013; and

WHEREAS, the risk factors for heart disease include diabetes mellitus, high cholesterol, high blood pressure, overweight/obesity, physical inactivity and poor nutrition; and

WHEREAS, 65% of Floridians are overweight or obese; and

WHEREAS, 31% of Floridians have high blood pressure and 40% have high cholesterol.

WHEREAS, the chance of developing heart disease can be reduced by taking steps to prevent and control factors that put people at greater risk; and

WHEREAS, a healthy diet and lifestyle are the best weapons to fight heart disease.

NOW, THEREFORE, I Jack Brady, Mayor of the City of North Lauderdale, do hereby proclaim the City's support of **National Wear Red Day on February 6, 2015** and the **month of February 2015 as American Heart Month** in the City of North Lauderdale.

**NATIONAL WEAR RED DAY and AMERICAN HEART MONTH**

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of North Lauderdale to be affixed this 27th day of January, 2015.

MAYOR JACK BRADY
The item before you tonight is for your consideration and approval on second reading to amend Chapter 2, Article VII, Division 2, entitled Code Enforcement Board. The proposed amendment to the City’s Code of Ordinances will confirm consistency between the City’s code enforcement processes and Chapter 162, Florida Statutes. The Ordinance also incorporates the City’s lien mitigation process as a formal part of the City’s Code.

BACKGROUND:

The item came before you at the last City Commission Meeting held on January 13, 2015 and was approved on first reading. Community Development staff, in collaboration with our City Attorney’s Office, has conducted a comprehensive review of Chapter 2, Article VII, Division 2, of the City Code pertaining to Code Enforcement. Two changes are recommended; one is that the City Code be amended as outlined in the proposed Ordinance to insure consistency with Florida Statute Chapter 162 and the second is to incorporate the lien mitigation program as a formal process in the Ordinance. This program started on April 27, 2010, affording property owners who have exhausted the administrative process for lien settlements to present their case before a Special Magistrate. The program has been in effect for three and a half years and has been utilized by many property owners and in particular lending institutions or investors that have acquired properties through foreclosure and are in the process of selling them. Therefore, due to the inherent need and success of this program, staff recommends the lien mitigation process be incorporated into the City Code of Ordinances. These two changes will update the Code Enforcement section to maintain consistency with the Florida Statute and will formalize the lien mitigation process.

RECOMMENDATION:

The City Administration recommends City Commission’s adoption on second reading of the attached ordinance proposing amendment to City Code of Ordinances, Chapter 2, Article VII, Division 2- Entitled Code Enforcement Board, to incorporate Chapter 162 of the Florida Statutes and incorporating the lien mitigation process as part of the City’s Code of Ordinances.
ORDINANCE NO. ____________

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF NORTH LAUDERDALE, FLORIDA, AMENDING CHAPTER 2, ENTITLED “ADMINISTRATION”, ARTICLE VII, ENTITLED “CODE ENFORCEMENT”, DIVISION 2, ENTITLED “CODE ENFORCEMENT BOARD”, TO UPDATE DEFINITIONS, CLARIFY MATTERS RELATING TO THE CODE ENFORCEMENT BOARD MEMBERSHIP AND QUALIFICATIONS AND SPECIAL MAGISTRATES, TO INCORPORATE STATUTORY CODE ENFORCEMENT PROCEDURES, INCLUDING DEFINITIONS, CONDUCT OF HEARING, POWERS OF CODE ENFORCEMENT BOARDS AND SPECIAL MAGISTRATES, ADMINISTRATIVE FINES, COSTS OF REPAIRS AND LIENS, DURATION OF LIEN PROCESSES, AND NOTICE PROCEDURES FROM CHAPTER 162, F.S.; PROVIDING FOR A LIEN MITIGATION PROCESS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Administration has reviewed the City’s current Code of Ordinances relating to Code Enforcement; and

WHEREAS, the City has had a process in place through a resolution for requests for reduction of code enforcement liens; and

WHEREAS, the City Commission finds it in the best interest of the City to amend the city’s Code of Ordinances as to code enforcement processes to confirm consistency with Chapter [0004792.2 1820-7903971]
162, Florida Statutes, and to enact the lien mitigation process as part of the City’s Code of
Ordinances.

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

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

SECTION 2. Chapter 2, Article VII, Division 2, is hereby amended as follows:

Sec. 2-256. - Short title.

This division shall be known as and may be cited as the North Lauderdale Code Enforcement
Board Ordinance.

Sec. 2-257. - Definitions.

The following words, terms and phrases, when used in this division, shall have the meanings
ascribed to them in Chapter 162, F.S., except where the context clearly indicates a different meaning.

City attorney means the legal officer and advisor of the city.

City prosecutor may be the city attorney or other appointed agents and employees of the city.
Code inspector means any authorized agent or employee of the city whose duty it is to insure code compliance.

Enforcement board means the code enforcement board of the city.

Repeat violation means a violation of a provision of a code or ordinance by a person whom the code enforcement board has previously found to have violated the same provision within five years prior to the violation.

Sec. 2-258. - Declaration of legislative intent.

It is the intent of this division to promote, protect and improve the health, safety and welfare of the citizens and residents of the city by authorizing the creation of an administrative board with authority to impose administrative fines and other noncriminal penalties to provide an equitable, expeditious, effective and inexpensive method of enforcing any codes and ordinances in force in the city where a pending or repeated violation continues to exist. The provisions of F.S. Ch. 162, as amended from time to time, are herein incorporated by reference.

Sec. 2-259. - Alternative enforcement.

This division does not prevent the city from enforcing, or obtaining compliance with, its ordinances by any other means provided by law or ordinance.

Sec. 2-260. - Created Code Enforcement Board and Code Enforcement Special Magistrate.
There is hereby created the city code enforcement board, created in 1976, shall continue to be authorized. The authority for the use of a Special Magistrate for code enforcement hearings is hereby confirmed and ratified. A Special Magistrate shall have the same status as an enforcement board. References in this Division to an enforcement board, except Sections 2-261, 2-262 and 2-263, shall include Special Magistrate if the context permits.

Sec. 2-261. - Organization of code enforcement board.

(a) The governing body City Commission shall approve by majority vote the appointment of a regular seven-member code enforcement board and legal counsel for the code enforcement board, as required by F.S. § 162.05. The governing body City Commission shall also approve by majority vote the appointment of two alternate members to the code enforcement board to act as substitutions in the event that a regular member is unable to attend the periodic hearings scheduled in accordance with section 2-266 and section 2-267. Regular members and alternate members of the code enforcement board shall be residents of the city. Appointments shall be made in accordance with the city charter, and applicable law and ordinances, on the basis of experience or interest in the subject matter jurisdiction of the code enforcement board.

(b) Appointments to the code enforcement board shall be made for terms of three years.

(c) Each member of the governing body City Commission shall nominate one member who is a resident of their district for appointment to the code enforcement board, subject to the
approval by a majority vote of the governing body, City Commission. Should a commissioner be unable to identify an appointment from his/her district, the mayor may make a nomination from any other district.

(d) The city manager and community development director shall also have one nomination each, subject to the approval by a majority vote of the governing body, City Commission.

(e) The two alternate members shall be appointed by the mayor at large from any district within the city.

(e) (f) A member may be reappointed upon approval of the governing body, City Commission. Appointments to fill any vacancy on the code enforcement board shall be for the remainder of the unexpired term of office. If any member fails to attend two of three successive scheduled meetings without cause and without prior approval of the chairman of the code enforcement board, the code enforcement board shall declare the member's office vacant and, the governing body shall promptly fill such vacancy. The members of the code enforcement board shall serve in accordance with the city charter and this Code and may be suspended and removed for cause as provided in the charter and this Code.

(f) (g) The members of the code enforcement board shall elect a chairman and vice-chairman, who shall be voting members, from among its members for a term of one year on October 1st of each year or as soon thereafter as practicable. A member may be re-elected as chairman or vice-chairman to serve no more than two consecutive one-year terms. The presence of four or more members shall constitute a quorum of the seven-member code enforcement board.
enforcement board. Members shall serve without compensation, but may be reimbursed for such travel, mileage, and per diem expenses as may be authorized by the governing body, City Commission or as otherwise provided by law.

Sec. 2-262. - Qualifications of members.

(a) The governing body, in its legislative discretion, may impose further and more stringent qualifications for prospective members serving on the code enforcement board.

(a) All members of the code enforcement board shall be residents of the City. The governing body, City Commission shall may consider additional the following as further qualifying factors in the appointment of prospective members to the code enforcement boards, including:

(1) Commitment to the community;

(2) Actual experience and exposure to the categories of membership set forth in section 2-261;

(3) Availability for meetings, conferences, and appearances before the governing body, City Commission;

(4) Operation of a business or business entity conducted within the city, or surrounding communities, for the purpose of knowledge and understanding of the needs and requirements of the city in effectuating the purposes of this code enforcement article; and
(5) Any other additional element or factor which, in the opinion and discretion of the governing body City Commission warrants the appointment or non-appointment of a member to the code enforcement board.

Sec. 2-263. - Removal of members.

(a) A member shall be removed from the code enforcement board who fails to attend two of three successive meetings of the code enforcement board without cause, and without prior approval of the chairman of the code enforcement board. Board members shall notify the recording secretary a minimum of 24 hours in advance of any expected absences.

(b) Removal shall be by resolution, specifying the facts that form the basis for the removal, and the member shall be noticed of resolution in advance and provided an opportunity to be heard by the city commission prior to or at the time the city commission considers the resolution.

(c) The City Commission may further remove a member of the code enforcement board for cause and upon the adoption by the City Commission of a resolution publicly removing such member. Good cause shall be defined herein as:

(1) Failure to perform and perceive the functions and duties of a member of the code enforcement board; and

(2) Any other factor or matter within the legislative discretion of the City Commission which may be considered in determining the necessity for continuing the individual membership of a code enforcement board member.
Sec. 2-264. - Jurisdiction.

(a) The code enforcement board shall have the jurisdiction and authority to hear and to decide alleged violations of all city ordinances, county ordinances and technical codes in force in the city.

(b) The jurisdiction of the code enforcement board shall not be exclusive but shall be supplemental and shall not prohibit the city from enforcing its codes by any other means, as provided by law.

Sec. 2-265. - Enforcement procedure.

(a) It shall be the duty of the code inspector to initiate enforcement proceedings of ordinances over which the code enforcement board has jurisdiction; however, no member of the code enforcement board shall have the power to initiate such enforcement proceedings.

(b) Except as provided in this division, if the violation of the Code is found, the code inspector shall notify the violator and give him a reasonable time to correct the violation. Should the violation continue beyond the time specified for correction, the code inspector shall notify the code enforcement board through its secretary, and request a hearing. The code enforcement board, through its clerical staff, shall schedule a hearing and written notice of such hearing shall be hand delivered or mailed as provided by F.S. ch. 162 to such violator. At the option of the code enforcement board, notice may additionally be
served by publication or posting as provided in section 2-272. If the violation is corrected and then recurs or if the violation is not corrected by the time specified for correction by the code inspector, the case may be presented to the code enforcement board even if the violation has been corrected prior to the board hearing, and the notice shall so state. If a repeat violation is found, the code inspector shall notify the violator but is not required to give the violator a reasonable time to correct the violation. The code inspector, upon notifying the violator of a repeat violation, shall notify the code enforcement board and request a hearing. The code enforcement board, through its clerical staff, shall schedule a hearing and shall provide notice pursuant to section 2-272. The case may be presented to the code enforcement board even if the repeat violation has been corrected prior to the board hearing, and the notice shall so state.

(c) If the code inspector has reason to believe that a violation or the condition causing the violation presents a serious threat to the public health, safety and welfare, or if the violation is irreparable or irreversible in nature, the code inspector shall make a reasonable effort to notify the violator and may immediately notify the code enforcement board and request a hearing.

Sec. 2-266. -- Conduct of hearing.

(a) Upon request of the code inspector or at such other times as may be necessary, the chairman of the code enforcement board may call a hearing of the code enforcement board; a hearing also may be called by written notice signed by at least three members of
the code enforcement board. Minutes shall be kept of all hearings by each code enforcement board, and all hearings and proceedings shall be open to the public. The governing body shall provide clerical and administrative personnel as may be reasonably required by the code enforcement board for the proper performance of its duties.

(b) Each case before the code enforcement board shall be presented by the city attorney or by a member of the administrative staff of the city. If the city prevails in prosecuting a case before the code enforcement board, it shall be entitled to recover all cost incurred in prosecuting the case before the board.

(c) The code enforcement board shall proceed to hear the cases on the agenda and prepared docket for that day or evening. All testimony shall be under oath and shall be recorded. The code enforcement board shall take testimony from the code inspector and alleged violator. Formal rules of evidence shall not apply, but fundamental due process shall be observed and shall govern such proceedings.

(d) At the conclusion of the hearing, the code enforcement board shall issue findings of fact, based on the evidence of record, and conclusions of law and shall issue a formal order affording the proper relief consistent with the powers granted in this division and F.S. Ch. 162, as amended from time to time. The findings shall be by motion approved by a majority of those members present and voting, except that at least four members of the code enforcement board shall vote in order for the action to be official. The order may include a notice that it must be complied with by a specified date and that a fine may be
imposed and, under the conditions specified in section 2-268, the cost of repairs may be included along with the fine if the order is not complied with by such date. A certified copy of such order may be recorded in the public records of the county and shall constitute notice to any subsequent purchasers, successors in interest, or assigns if the violation concerns real property, and the findings therein shall be binding upon the violator and, if the violation concerns real property, any subsequent purchasers, successors in interest, or assigns. If an order is recorded in the public records pursuant to this subsection and the order is complied with by the date specified in the order, the code enforcement board shall issue an order acknowledging compliance that shall be recorded in the public records. A hearing is not required to issue such an order acknowledging compliance.

Sec. 2-267. – Powers of the code enforcement board.

The code enforcement board shall have the powers to:

(1) Adopt rules for the conduct of its hearings.

(2) Subpoena alleged violators and witnesses to its hearings. Subpoenas may be served by the police services of the city.

(3) Subpoena evidence.

(4) Take testimony under oath.
(5) Issue orders having the force of law commanding whatever steps are necessary to bring a violation into compliance.

Sec. 2-268. -- Administrative fines; liens.

(a) The code enforcement board, upon notification by the code inspector that an order of the code enforcement board has not been complied with by the set time, or, upon finding that a repeat violation has been committed, may order the violator to pay a fine in an amount specified in this section for each day the violation continues past the date set by the code enforcement board for compliance, or in the case of a repeat violation, for each day the repeat violation continues beginning with the date the repeat violation is found to have occurred by the code inspector. In addition, if the violation is a violation described in section 2-265(c), the code enforcement board shall notify the local governing body, which may make all reasonable repairs which are required to bring the property into compliance and charge the violator with the reasonable cost of repairs along with the fine imposed pursuant to this section. If a finding of a violation or a repeat violation has been made, a hearing shall not be necessary for issuance of the order imposing the fine. A fine imposed pursuant to this section shall not exceed $250.00 per day for a first violation and shall not exceed $500.00 per day for a repeat violation, and in addition, may include all cost of repairs as set forth herein.

(b) In determining the amount of the fine, if any, the code enforcement board shall consider the following factors:

CODING: Words in struck through type are deletion from existing law; words in underlined type are additions.
(1) The gravity of the violation;

(2) Any actions taken by the violator to correct the violations; and

(3) Any previous violations committed by the violator.

e) The code enforcement board may reduce a fine imposed pursuant to this section.

d) A certified copy of an order imposing a fine may be recorded in the public records and thereafter shall constitute a lien against the land on which the violation exists and upon any other real or personal property owned by the violator. Upon petition to the circuit court, such order may be enforced in the same manner as a court judgment by the sheriffs of this state, including the levy against personal property, but such order shall not be deemed a court judgment except for enforcement purposes. A fine imposed pursuant to this section shall continue to accrue until the violator comes into compliance or until judgment is rendered in a suit to foreclose on the lien filed pursuant to this section, whichever occurs first. A lien arising from a fine imposed pursuant to this section runs in favor of the local governing body and the local governing body may execute a satisfaction or release of lien entered pursuant to this section. After three months from the filing of any such lien which remains unpaid, the code enforcement board may authorize, through the governing body, the city attorney to foreclose on a lien. No lien created pursuant to the provisions of the section may be foreclosed on real property which is a homestead under Fla. Const. art. X, § 4

Sec. 2-269. -- Duration of lien.

[0004792.2 1820-7902871 ]
No lien provided under this division shall continue for a period longer than 20 years after the certified copy of an order imposing a fine has been recorded, unless within that time an action to foreclose on the lien is commenced in a court of competent jurisdiction. In an action to foreclose on a lien, the prevailing party is entitled to recover all costs, including a reasonable attorneys' fee, that it incurs in the foreclosure. The local governing body shall be entitled to collect all costs incurred in recording and satisfying a valid lien. The continuation of the lien effected by the commencement of the action shall not be good against creditors or subsequent purchasers for valuable consideration without notice, unless a notice of lis pendens is recorded.

Sec. 2-270. – Appeals.

An aggrieved party, including the city, may appeal a final administrative order of the code enforcement board to the circuit court. Such an appeal shall not be a hearing de novo but shall be limited to appellate review of the record created before the code enforcement board. An appeal shall be filed within 30 days of the execution of the order to be appealed.

Sec. 2-271. – Jurisdiction of circuit court.

The governing body hereby ratifies and embraces the conclusions of the Local Government Code Enforcement Boards Act (F.S. § 162.01 et seq.) by agreeing to the jurisdiction of the county circuit court to have jurisdiction of appeals from county courts except appeals of county court orders or judgments declaring invalid a state statute or a provision of the state constitution.
Circuit courts shall have jurisdiction of appeals from final administrative orders of local government code enforcement boards and this article.

Sec. 2-272. — Notices.

(a) All notices required by this article shall be provided to the alleged violator by certified mail, return receipt requested; by hand delivery by the sheriff or other law enforcement officer, code inspector, or other person designated by the governing body; or by leaving the notice at the violator’s usual place of residence with any person residing therein who is above 15 years of age and informing such persons of the contents of the notice.

(b) In addition to providing notice as set forth in subsection (a) of this section, at the option of the code enforcement board, notice may also be served by publication or posting, as follows:

(1) Such notice shall be published once during each week for four consecutive weeks, four publications being sufficient, in a newspaper of general circulation in the county where the code enforcement board is located. The newspaper shall meet such requirements as are prescribed under F.S. ch. 50 for legal and official advertisements. Proof of publication shall be made as provided in F.S. §§ 50.041 and 50.051.

(2) In lieu of publication as described in paragraph (b)(1), such notice may be posted for at least 10 days in at least two locations, one of which shall be the property upon which the violation is alleged to exist and the other of which shall be the primary
municipal government office. Proof of posting shall be by affidavit of the person posting the notice, which affidavit shall include a copy of the notice posted and the date and places of its posting.

(3) Notice by publication or posting may run concurrently with, or may follow, an attempt or attempts to provide notice by hand delivery or by mail as required under subsection (a) of this section. Evidence that an attempt has been made to hand deliver or mail notice as provided in subsection (a) of this section, together with proof of publication or posting as provided in subsection (b) of this section, shall be sufficient to show that the notice requirements of this part have been met, without regard to whether or not the alleged violator actually received such notice.

Sec. 2-265. – Enforcement, hearing, notice, fines and lien procedures.

The City shall use and comply with the provisions of Part I, Chapter 162, Florida Statutes, as amended from time to time, for its code enforcement actions and procedures before the code enforcement board and Special Magistrate, including without limitation definitions, enforcement procedures, conduct of hearings, powers of code enforcement boards and special magistrates, administrative fines, costs of repairs and liens, duration of liens and notices.

Sec. 2-266. – Maximum fine and cost recovery.

The maximum fine for a violation of the City’s code of ordinances is $250 per day for an initial violation, $500 per day for a repeat violation, and $5000.00 in the event the violation is
found to be irreparable. Recovery of costs of repairs, and costs of prosecution may be imposed as well.

Sec. 2-267. – Lien mitigation procedures.

(a) Initial Administrative Review. A party seeking mitigation of accrued daily fines or penalty fees accrued through a code enforcement lien must submit a written request to the City’s Community Development Department requesting mitigation.

(1) The written request shall include:

i. A written explanation of the basis for the request; and,

ii. Include any documentation, including, without limitation, photographs, receipts, permits, and similar items, necessary to support the request; and,

(2) The violation in the code enforcement order imposing lien must be in compliance, and no code violations may exist on the property in order for the City to process a request for mitigation.

(3) Upon the City’s receipt of the request, the City’s Code Compliance Division shall inspect the applicant’s property to verify compliance.

i. If the code enforcement officer verifies compliance, he or she shall confirm compliance and update the property record.

ii. If the code enforcement officer is not able to confirm compliance, he or she shall provide the applicant with a written explanation of the remaining items.
The applicant shall have thirty (30) days from receipt of notice from the City to comply the outstanding code violations. Should the applicant not do so, the request will be deemed withdrawn, and should the applicant desire to again request a mitigation of a code enforcement lien, a new application will need to be filed, including payment of the application fee.

(4) Once compliance is confirmed, the request will be reviewed by the Community Development Department, which shall consider the factors required by this section.

(5) The City’s costs of enforcement, including, without limitation, any charges resulting from City’s abatement of health and safety violations on the property and administrative costs, shall not be mitigated.

(6) When determining the recommended amount, the City’s Community Development Department shall consider the following factors:

i. The gravity of the violation;

ii. Actions taken by the applicant to correct the violation(s);

iii. Previous violations committed by the applicant;

iv. The cost, if any, upon the applicant to correct the violation(s);

v. Whether the applicant was given reasonable time to correct the violation(s);

vi. The current property value compared to the amount of the lien;
vii. Documentation of compliance date if different from when originally calculated;

viii. Whether the property is owner-occupied or investment property; and

ix. Other factors not taken into account previously.

(7) The City’s Community Development Department shall advise the applicant of the determination in writing. Any mitigation of the lien amount below $10,000.00 shall be final, and the Special Magistrate shall not have authority under subsection (b) below to consider the lien mitigation.

(8) Should the applicant accept the total settlement amount determined by the city’s Community Development Department, the applicant shall submit payment within thirty (30) days of receipt of the City’s determination. Upon receipt of full payment, the City will deliver a Release of Lien to the applicant.

(9) Should the applicant not accept the determination by City’s Community Development Department, the applicant may file an application within thirty (30) days of receipt of the City’s determination for review of the determination at a hearing before the City’s Special Magistrate pursuant to subsection (b) below.

(10) Should the City not timely receive either payment of the amount determined by the City’s Community Development Department or a written request for a hearing before the Special Magistrate, the request for mitigation will be deemed withdrawn and the lien will revert to the original amount.
(b) Special Magistrate Consideration. A party seeking to have their request for mitigation of daily fines or penalty fees accrued through a code enforcement lien heard by Special Magistrate after the Initial Administrative Review pursuant to subsection (a) above, must submit a written application to the Community Development Department, as well as an application fee of $250.00 for each lien the applicant is seeking review from the Special Magistrate.

(1) The jurisdiction of the Special Magistrate is limited as follows:
   i. Special Magistrate may not mitigate the lien to an amount less than $10,000.00.
   ii. The Code Enforcement Special Magistrate is not authorized to reduce the City’s enforcement or abatement costs, which will be presented by the City during the hearing.

(2) In the application, the applicant shall explain the basis for the further review, and complete all information requested in the application. Incomplete applications shall be returned to the applicant prior to acceptance by the City, and if not returned with all required information completed within thirty (30) days, the application shall be considered withdrawn. The applicant shall provide any additional documentation, including, without limitation, photographs, receipts, permits, and similar items, which the applicant wishes to have considered as part of the request.
(3) Upon the City’s receipt of a complete application and payment of the application fee for Special Magistrate review, a City code enforcement officer shall re-inspect the applicant’s property to verify compliance.

i. If the code enforcement officer confirms compliance, he or she shall complete an Affidavit of Compliance and submit said document to the Community Development Department, which shall be made part of the application.

ii. If the code enforcement officer is not able to confirm compliance, he or she shall provide the applicant with a written explanation of the remaining items. The applicant shall have thirty (30) days to comply the outstanding items, and should the applicant not do so, the application will be deemed withdrawn.

(4) Upon verification of compliance, the Community Development Department shall schedule the hearing at the next available Special Magistrate hearing date. Notice shall be provided to the applicant pursuant to the requirements of Chapter 162, Florida Statutes, unless formal notice requirements are waived in advance, in writing, by the applicant.

(5) During the hearing before the Code Enforcement Special Magistrate, the applicant shall have the burden of demonstrating the justification for a mitigation of the accrued fines. The Special Magistrate shall not be bound by the determination of the City’s Community Development Department in its initial administrative review pursuant to subsection (a) above.
(6) When considering the application for mitigation code enforcement fines, the Code Enforcement Special Magistrate:

i. Shall consider the following statutory criteria:

1. The gravity of the violation;

2. Efforts taken by the violator/property owner to come into compliance; and,

3. Any previous code violations by violator

ii. May consider other factors the Code Enforcement Special Magistrate deems relevant, including, without limitation, the length the violation remained in place, any difficulties or unique circumstances affecting the ability to come into compliance, the costs to bring the property into compliance, accrued amount of the lien, current property value compared to the accrued lien, time and incurred costs by City to bring the property into compliance, current ownership of the property, i.e. Owner-occupied, REO or investment property and the mitigation guidelines set forth herein for use by the City’s Administration.

(7) The determination of the Code Enforcement Special Magistrate shall be final.

(8) Unless a different time is ordered by the Special Magistrate, the applicant shall pay the mitigated amount within thirty (30) days of the date of the hearing.
(9) Upon timely receipt of the total amount ordered by the Code Enforcement Special Magistrate, the City will provide the applicant with a Release of Lien.

(10) In the event the City does not receive full payment ordered by the Code Enforcement Special Magistrate within the required time period, the fine will revert to the original amount.

Secs. 2-273—2-290. - Reserved.

SECTION 3. It is the intention of the City Commission of the City of North Lauderdale that the provisions of this Ordinance shall become and be made a part of the Code of Ordinances of the City of North Lauderdale, Florida, and that the Sections of this Ordinance may be renumbered, re-lettered and the word “Ordinance” may be changed to “Section,” “Article”, or such other word or phrase in order to accomplish such intention.

SECTION 4. If any clause, section, or other part or application of this Ordinance shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part or application shall be considered as eliminated and so not affecting the remaining portions or applications remaining in full force and effect.

SECTION 5. All Ordinances or parts of Ordinances, Resolutions or parts of Resolutions in conflict herewith be and the same are hereby repealed to the extent of such conflict.
SECTION 6. This Ordinance shall become effective immediately upon its passage and adoption.

PASSED AND ADOPTED BY THE CITY COMMISSION OF THE CITY OF NORTH LAUDERDALE, FLORIDA, ON THE FIRST READING, THIS ___ DAY OF __________________, 2015.

PASSED ADOPTED BY THE CITY COMMISSION OF THE CITY OF NORTH LAUDERDALE, FLORIDA, ON THE SECOND AND FINAL READING, THIS ___ DAY OF __________________, 2015.

CITY OF NORTH LAUDERDALE, FLORIDA

__________________________________________
APPROVED AS TO FORM:

__________________________________________
SAMUEL S. GOREN
CITY ATTORNEY

__________________________________________
MAYOR JACK BRADY

__________________________________________
VICE MAYOR JERRY GRAZIOSE
ATTEST:

____________________________
P. VANCHERI
CITY CLERK
CITY OF NORTH LAUDERDALE
FINANCE DEPARTMENT

To: Mayor and City Commission
From: Ambreen Bhatti, City Manager
By: Ivelsa Guzman, Purchasing & Contracts Manager
Date: January 27, 2015
Subject: Amendment #2 to Contract with the Staffing Connection for Crossing Guard Services to provide for Florida Statutory Minimum Wage Increase

On December 18, 2014 a letter was sent from the Staffing Connection to the City of Tamarac requesting an amendment to the current crossing guard agreement due to a change in the Florida Statutory minimum wage. Since the City of North Lauderdale piggy-backed on the City of Tamarac’s contract with Staffing Connection for school crossing guard services, this change applies to us too. Effective January 1, 2015 the minimum wage will increase from $7.93 to $8.05 per hour or an increase of $0.12. This increase will be passed on as a direct flow through to the employees of Staffing Connection. Therefore, the current hourly contract rate of $10.99 will increase to $11.11 based on the Florida minimum wage increase. Funding for this service is budgeted in General Fund account number 0012101-534110 in the amount of $365,000 for FY 2015, which is sufficient to cover this increase. The request letter from Staffing Connection is attached.

RECOMMENDATION:

The City Administration recommends that the City Commission adopt the attached resolution authorizing the City Manager to sign an amendment to the original contract with Staffing Connection to increase the hourly rate by $0.12 beginning January 1, 2015 and continuing through the remainder of the contract for crossing guard services provided there are no additional changes to the Florida minimum wage.
RESOLUTION NO. ______________

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF NORTH LAUDERDALE, FLORIDA, AUTHORIZING THE CITY MANAGER TO SIGN AN AMENDMENT TO THE ORIGINAL AGREEMENT FOR CROSSING GUARD SERVICES WITH STAFFING CONNECTION TO INCREASE THE HOURLY RATE BY $0.12 BEGINNING JANUARY 1, 2015 DUE TO A CHANGE IN THE FLORIDA STATUTORY MINIMUM WAGE; AND 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, authorizes the City Manager to enter into an amended agreement with Staffing Connection for an increase by $0.12 in the hourly rate beginning January 1, 2015 due to a change in the Florida Statutory minimum wage and continuing through the remainder of the contract provided there are no additional changes to the Florida minimum wage.

Section 2: That the funding for this service is budgeted in the General Fund under account number 0012101-534110 for FY 2015.

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 27th day of January, 2015.

APPROVED AS TO LEGAL FORM:

______________________________
CITY ATTORNEY SAMUEL S. GOREN

______________________________
MAYOR JACK BRADY

______________________________
VICE MAYOR JERRY GRAZIOSE

ATTEST:

______________________________
PATRICIA VANCHERI, CITY CLERK
CITY OF TAMARAC
INTEROFFICE MEMORANDUM
FINANCIAL SERVICES DEPARTMENT

TO: Michael C. Cernech
City Manager

DATE: December 19, 2014

FROM: Keith K. Glatz
Purchasing & Contracts Manager

RE: Agreement Amendment #2 – Action Labor of Florida, LLC a/k/a Staffing Connections for Crossing Guards

THROUGH: Mark C. Mason
Director of Financial Services

Please find attached Agreement Amendment #2 to the Agreement between the City and Action Labor of Florida, LLC a/k/a Staffing Connections, for the provision of School Crossing Guards for the City.

Section 5.1 of the Contractor's Agreement provides for a direct pass-through adjustment to be made when necessitated by an adjustment to either the Florida Minimum Wage, or the Federal Minimum Wage, to a higher level than the Florida Minimum Wage. On January 1, 2015, the Florida Minimum wage will be raised from $7.93 to $8.05, which represents a $0.11 increase, or just over 1%. Please note the attached back-up from the State of Florida Department of Economic Opportunity which validates this change.

Based on a direct pass-through cost of $0.12 when applied to our current contract rate of $10.99 per hour, the new contract rate is adjusted to $11.11 per hour. This change will apply to the City, as well as to the cities of Coral Springs, Sunrise and North Lauderdale who piggy-back our Agreement.

Once this has been approved, please forward the entire package back to the Purchasing & Contracts Division for distribution, and please feel free to contact me if you have any additional questions.

APPROVED

DISAPPROVED

Attachments
December 18th, 2014

Keith Glatz
Purchasing and Contracting Manager
City of Tamarac
7525 NW 88th Avenue
Tamarac, FL 33321

Dear Keith:

Florida's minimum wage for non-tipped employees will increase January 1st, 2015 to $8.05 per hour. This is a .12 cents per hour increase from the current minimum wage of $7.93 per hour. This has been reported by the Florida Department of Economic Opportunity.

The increase will raise our current hourly bill rate from $10.99 per hour to $11.11 per hour.

Please call to discuss at your earliest convenience.

Sincerely,

[Signature]

Sharron R. Cook
Branch Manager
TO: Honorable Mayor and City Commissioners
FROM: Ambreen Bhatty City Manager
BY: Rodney Turpel, Fire Chief
DATE: January 27, 2015
SUBJECT: Agreements with Broward College to permit Paramedic and Emergency Medical Technician Students to Participate in Educational and Training Programs with North Lauderdale Fire Rescue Department

In the past, North Lauderdale Fire Rescue Department has been able to take advantage of an opportunity to have emergency medical technician and paramedic student riders from Broward College participate in our daily operations. This opportunity not only enables these students to learn from our staff to enhance their career, but it also allows our firefighter/paramedics an opportunity to learn and train with the latest techniques and information that is provided to these students through these institutions. Therefore, the staff is requesting Commission’s consideration to authorize entering into an agreement with Broward College to allow students to ride, learn and experience the day-to-day aspects of being a firefighter/paramedic with our department.

Broward College will schedule, organize and allow its students to ride with the firefighter/paramedics. This institution meet the State and Federal guidelines for teaching, carry the necessary medical malpractice liability insurance and all have demonstrated a high degree of professionalism that the City demands when students associate with the Department.

RECOMMENDATION:

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

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

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

Section 1: That the City Commission does hereby authorize the City Manager to enter into acceptable agreement with Broward College, permitting students to ride with the North Lauderdale Fire Rescue Department for educational and training purposes under the guidelines set forth in each agreement.

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

PASSED and ADOPTED by the City Commission of the City of North Lauderdale, Florida this 27th day of January, 2015.

APPROVED AS TO FORM:

__________________________________
CITY ATTORNEY SAMUEL S. GOREN

__________________________________
MAYOR JACK BRADY

__________________________________
VICE MAYOR JERRY GRAZIOSE

ATTEST:

__________________________________
CITY CLERK PATRICIA VANCHERI
FIRST AMENDMENT TO AGREEMENT BETWEEN THE CITY OF NORTH LAUDERDALE AND BROWARD COLLEGE

THIS FIRST AMENDMENT to the AGREEMENT is made and entered into as of this ____ day of ______________, 20__, nunc pro tunc, June 25, 2014, by and between

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

and

BROWARD COLLEGE
(hereinafter referred to as “School”),
a Florida Corporation, whose principal place of business is
3501 S.W. Davie Road, Davie, Florida 33314

WHEREAS, the City and School entered into an Agreement to provide opportunities to participating students to observe various aspects of paramedic training on June 25, 2013 (the “Original Agreement”); and

WHEREAS, both the City and School wish to continue and extend the Original Agreement by one year; and,

WHEREAS, both the City and School acknowledge that the Original Agreement remained in full force and effect from June 26, 2014 until the execution of this First Amendment; and,

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

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

2. The City and School agree to renew and extend the Original Agreement dated June 25, 2013, for a period of two year, and the Original Agreement shall now expire on June 25, 2016.
3. All other terms and conditions in the Original Agreement not in conflict with this Amendment shall remain in full force and effect.

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

CITY

ATTEST:  ______________________________

______________________________
PATRICIA VANCHERI,
CMC, CITY CLERK

______________________________
AMBREEN BHATTY,
CITY MANAGER

APPROVED AS TO FORM:

OFFICE OF THE CITY ATTORNEY

SCHOOL

BROWARD COLLEGE

(CORPORATE SEAL)

By: _______________________________

Print Name: _________________________

Title: ______________________________

ATTEST:

_______________________________, Secretary

STATE OF ____________________

) ss:

COUNTY OF __________________

) ss:

ON THIS _____ day of ____________________, 20__ before me, the undersigned notary public, personally appeared ________________________, personally known to me, or who has produced _________________________ as identification, and is the person who subscribed to the foregoing instrument and who acknowledged that (s)he executed the same on behalf of said Corporation and that (s)he was duly authorized to do so.
IN WITNESS WHEREOF, I hereunto set my hand and official seal.

______________________________  
NOTARY PUBLIC

______________________________  
Print or Type Name

My Commission Expires:
INTERNAL MEMO

To: Honorable Mayor and City Commission

From: Ambreen Bhatti, City Manager

By: Captain William Jackson, District Chief

Date: January 27, 2015

Subject: LAW ENFORCEMENT TRUST FUND PURCHASES

At the October 28th, 2014 City Commission meeting, the City Commission authorized an expenditure from the Law Enforcement Trust Fund in an amount not to exceed $86,000.00 of which $26,192.70 was to be used for the purchase of a Ford F-250 Pick-up Truck or equivalent. The vehicle is needed to transport numerous pieces of equipment as well as serve as a high water vehicle in the event needed. Initially Sheriff’s Office was going to purchase the vehicle but was later determined that the City should retain the ownership of the vehicle to be used solely by the Sheriff’s North Lauderdale District.

During the process of getting price quotes for the truck, Staff realized that the final cost could be slightly more than what the Commission had originally approved. Therefore, on Tuesday, January 13th, 2015, the City Commission approved the City Manager’s request to spend an amount not to exceed $30,000.00 for the pick-up and the necessary accessories. The approval was given subject to the condition that the final purchase cost be brought back to the City Commission for ratification and approval.

With the approval of the City Commission, the Staff purchased a 2014 Ford F-150 4x2 Supercab for a cost of $26,715.05 from Auto Nation Ford in Margate. Some of the balance will be needed to outfit the vehicle with the necessary emergency equipment. The purchase of this new vehicle will not increase the total number of vehicles in the District Fleet or operational costs as one pool vehicle will be eliminated to keep the number of vehicles the same.

The vehicle will be purchased using the fleet cost as agreed upon in the Florida Sheriff’s Association & Florida Association of Counties agreement.
RECOMMENDATION

The City Administration and the Broward Sheriff’s Office are recommending the Commission’s consideration and approval of the attached resolution ratifying the City Managers approval to spend up to $30,000 of Law Enforcement Trust Funds in compliance with Section 932.7055, Fla. Statute to purchase a Ford F-150 Pick-up Truck for $26,715, and utilizing the rest of the balance to outfit the vehicle with the necessary emergency equipment.
RESOLUTION NO.__________________

A RESOLUTION OF THE CITY COMISSION OF THE CITY OF NORTH LAUDERDALE, FLORIDA, RATIFYING AND APPROVING THE CITY MANAGER'S AUTHORIZATION OF EXPENDITURE NOT TO EXCEED $30,000.00 FROM THE LAW ENFORCEMENT TRUST FUND FOR THE PURCHASE OF A FORD F-150 TRUCK FOR $26,715 AND UTILIZING THE REST OF THE BALANCE TO OUTFIT THE VEHICLE WITH THE NECESSARY EMERGENCY EQUIPMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Broward Sheriff’s Office and the City Administration recommend the use of the Law Enforcement Trust Fund for the purchase of equipment as set forth in Section 1 herein.

NOW, THEREFORE, 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, be and the same does hereby approves the recommendation of the City Administration and the Broward Sheriff’s Office and authorized the expenditure of not to exceed $30,000.00 for the purchase of a Ford F-150 truck at $26,715 and utilizing the rest of the balance to outfit the vehicle with the necessary emergency equipment.

Section 2: That the City Commission verbally authorized the expenditure of up to $30,000 at the January 13th City Commission Meeting.

Section 3: That the total cost shall come from available funds held within the City’s Law Enforcement Trust Fund in accordance with section 932.705 Florida Statutes.

Section 4: That this resolution shall take effect immediately upon adoption

PASSED AND ADOPTED BY THE CITY COMMISSION OF THE CITY OF NORTH LAUDERDALE, FLORIDA, THIS ___________ DAY OF _________________, 2015.

_____________________________
MAYOR JACK BRADY

________________________________
VICE MAYOR JERRY GRAZIOSE

ATTEST:

________________________________
PATRICIA VANCHERI, City Clerk

APPROVED AS TO LEGAL FORM
BY CITY ATTORNEY:

SAMUEL S. GOREN, ESQUIRE
TO: Mayor and City Commission
FROM: Ambreen Bhatti, City Manager
BY: Michael Sargis, Assistant City Manager/Parks & Recreation Director
DATE: January 27, 2015

SUBJECT: Purchase of Turf Maintenance Equipment

As part of the 2015 Fiscal Year Budget, the Commission approved Capital Funds for the purchase of new turf maintenance equipment for the Parks and Recreation Department. Currently, the Parks and Recreation Department maintains 18 City Parks and other City facilities totaling 148 acres of turf. The facilities are maintained by 4 grass cutting crews utilizing 5 lawn mowers, 1 infield drag machine and 5 carts. All of this equipment was purchased between the years of 2005 and 2006.

Over the past few months, Staff has been exploring to purchase the best lawn equipment and maintenance carts available. These pieces of equipment will be used in the main fleet as everyday equipment and older equipment in stock will be used as the back-up equipment.

The City Staff is proposing to purchase the following equipment:

<table>
<thead>
<tr>
<th>Description</th>
<th>Model #</th>
<th>Qty</th>
<th>Cost per Unit</th>
<th>Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Toro Groundmaster 7200</td>
<td>30467</td>
<td>2</td>
<td>$22,746.00</td>
<td>$45,920.00</td>
</tr>
<tr>
<td>Heavy Duty Zero Turn Mower</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Toro Workman MDX Utility Cart</td>
<td>7273</td>
<td>1</td>
<td>$12,307.40</td>
<td>$12,307.40</td>
</tr>
<tr>
<td>2-Year Warranty - All equipment</td>
<td>3</td>
<td></td>
<td>$ -</td>
<td>$ -</td>
</tr>
<tr>
<td>National IPA Contract Discount</td>
<td></td>
<td></td>
<td>21.80%</td>
<td>$12,600.27</td>
</tr>
<tr>
<td>Total</td>
<td></td>
<td></td>
<td></td>
<td>$45,199.13</td>
</tr>
</tbody>
</table>

The total purchase cost for three pieces of equipment with the 21.8% National IPA Discount is $45,199.13. The City has purchased off the National IPA Contract in the past and remains eligible to purchase off of the current National IPA Contract #120535. Said contract is on-file in the Finance Department.

The $45,199.13 is available in the Parks and Recreation Department’s 2014/15 Capital Budget – 3117071-563100.
RECOMMENDATION:

The City Administration recommends Commission’s consideration and approval of the attached Resolution authorizing the purchase of (2) Toro Groundmaster 7200 Heavy Duty Zero Turn Lawn Mowers and (1) Toro Workman MDX Utility Cart in an amount not to exceed $45,199.13 off of the National IPA Contract #120535 out of the Parks and Recreation Department FY 2015 Capital Budget 3117071-563100.
A RESOLUTION OF THE CITY OF NORTH LAUDERDALE
AUTHORIZING THE PURCHASE OF 2 TORO
GROUNDMASTER 7200 HEAVY DUTY ZERO TURN LAWN
MOWERS AND 1 TORO WORKMAN MDX UTILITY CART OFF
OF THE NATIONAL IPA CONTRACT # 120535 IN THE AMOUNT
NOT TO EXCEED $45,199.13 OUT OF THE PARKS AND
RECREATION DEPARTMENT FY- 2015 CAPITAL BUDGET
3117071-563100; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of North Lauderdale, Florida has
determined that a need exists to replace certain lawn maintenance equipment; and

WHEREAS, the City intends to utilize bids from the National IPA Contract
#120535 to purchase these essential items; and

WHEREAS, the City of North Lauderdale has budgeted the necessary funds in
the Parks and Recreation Department FY- 2015 Capital Budget 3117071-563100.

WHEREAS, the City shall pay $45,199.13 for 2 Lawn Mowers and 1 Utility Cart.

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

Section 1. That 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 27th DAY OF JANUARY, 2015.

APPROVED AS TO FORM:

_________________________________
CITY ATTORNEY SAMUEL S. GOREN

_______________________________
MAYOR JACK BRADY

_______________________________
VICE MAYOR JERRY GRAZIOSE

ATTEST:

_________________________________
CITY CLERK PATRICIA VANCHERI
TO: Mayor and City Commission
FROM: Ambreen Bhatty, City Manager
BY: Mike Shields, Public Works Director
DATE: January 27, 2015
SUBJECT: Surplus of Public Works/Utilities Pick-up Trucks

The Public Works/Utilities Department is requesting that the City Commission declare the following vehicles surplus pursuant to Section 2-36 of the City’s Code of Ordinance.

- 2003 Ford F-150 pickup (Vin#1FTRX17233NB39143)
- 2004 Ford F-150 pickup (Vin#2FTRX17254CA63397)

These vehicles that have been in the fleet since 2003-04 and were provided to US Water for meter readers as part of the original contract in 2008. During the renewal of the contract in 2014, it was determined that under the new terms, US water will provide its own vehicles for meter readers and all vehicles were returned to the City including the two trucks mentioned above. These trucks have lived their lifespan and are in a poor condition that would be too costly to repair and maintain.

With the Commission’s approval tonight, staff will explore the following options to dispose off the surplused F-150 pick-ups:

- Sell at City Auction
- Sell on govdeals.com
- Sell at a combined municipal auction venue

RECOMMENDATION:

The City Administration’s recommends City Commission’s consideration and adoption of the attached resolution authorizing the surplus of two Ford F-150 pick-up trucks and selection of the most appropriate method of disposal of these trucks.
RESOLUTION NO. __________________

A RESOLUTION OF THE CITY OF NORTH LAUDERDALE, FLORIDA AUTHORIZING THE SURPLUS OF TWO FORD F-150 PICK-UP TRUCKS AND SELECTION OF THE MOST APPROPRIATE METHOD OF DISPOSAL OF THESE TRUCKS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of North Lauderdale, Florida, has determined that the need exists to surplus two Public Works Ford pickup trucks listed below.

- 2003 Ford F-150 PICKUP (Vin#1FTRX17233NB39143)
- 2004 Ford F-150 PICKUP (Vin#2FTRX17254CA63397)

WHEREAS, the City Commission authorizes the City Manager to explore and select the best methods of disposal of these surplused vehicles.

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

Section 1: That this Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED by the City Commission of the City of North Lauderdale this 27th day of January, 2015.

APPROVED AS TO LEGAL FORM:

CITY ATTORNEY SAMUEL S. GOREN

______________________________
MAYOR JACK BRADY

______________________________
VICE MAYOR JERRY GRAZIOSE

ATTEST:

______________________________
PATRICIA VANCHERI, CITY CLERK
Broward County offers a water conservation program to the Cities that allow the county to evaluate a select number of irrigation systems within the participant City. Through this 5 year program, evaluations are conducted on these systems and recommendations are made for improving water conservation by removing costly irrigation losses. This relationship between the County and the Cities is executed through an Interlocal agreement.

The City of North Lauderdale was one of the original partners when the NIS program was first launched in 2005 as a collaboration involving Broward County and 21 other Cities with the goal of achieving cost-effective and measurable water conservation savings and water quality protections through irrigation evaluations, recommended system improvements and the promotion of landscaping best management practices. The City of North Lauderdale’s program was inactive for the second 5 year term of the program. Recently, the staff was contacted by the County urging the City to join the third 5 year term of the program as it is being offered again.

Along with the annual evaluations and reporting services mentioned above, this program will address water conservation efforts as required by South Florida Water Management District Consumptive Use Permit requirements.

The program will cost the City approximately $3,500 per year or $17,202.00 for the entire five year term resulting in savings driven by water conversation improvements at City facilities. The Interlocal Agreement to implement this program is available in the City Clerk’s office for public review.

**RECOMMENDATION:**

The City Administration recommends City Commission’s consideration and adoption of the attached resolution authorizing appropriate City officials to execute the Interlocal Agreement between the City of North Lauderdale and Broward County to provide cost share support of a Naturescape Irrigation Service program within the water utility service area of the City and authorizing Broward County to conduct required technical activities as part of landscape and irrigation system evaluations.
RESOLUTION NO. __________________

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF NORTH LAUDERDALE, FLORIDA, AUTHORIZING AND DIRECTING THE APPROPRIATE CITY OFFICIALS TO ENTER INTO AND EXECUTE THE INTERLOCAL AGREEMENT BETWEEN THE CITY OF NORTH LAUDERDALE AND BROWARD COUNTY TO PROVIDE COST SHARE SUPPORT OF A NATURESCAPE IRRIGATION SERVICE WITHIN THE WATER UTILITY SERVICE AREA OF THE CITY AND AUTHORIZING BROWARD COUNTY TO CONDUCT REQUIRED TECHNICAL ACTIVITIES AS PART OF LANDSCAPE AND IRRIGATION SYSTEM EVALUATIONS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

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

Section 1. That the Public Works Department shall manage and coordinate the program with the County.

Section 2. That the total cost of the five year program is $17,202.00, which is allocated in the Stormwater fund of FY 2015 budget.

Section 3. That this Resolution shall become effective immediately upon its passage and adoption.


____________________________
MAYOR JACK BRADY

____________________________
VICE MAYOR JERRY GRAZIOSE

ATTEST:

____________________________
PATRICIA VANCHERI, City Clerk

APPROVED AS TO LEGAL FORM
BY CITY ATTORNEY:

____________________________
SAMUEL S. GOREN, ESQUIRE
INTERLOCAL AGREEMENT

Between
BROWARD COUNTY

and
CITY OF NORTH LAUDERDALE

to

PROVIDE COST SHARE SUPPORT OF A NATURESCAPE IRRIGATION SERVICE WITHIN THE WATER UTILITY SERVICE AREA AND AUTHORIZE BROWARD COUNTY TO CONDUCT SPECIFIC TECHNICAL ACTIVITIES REQUIRED AS PART OF LANDSCAPE AND IRRIGATION SYSTEM EVALUATIONS
INTERLOCAL AGREEMENT

Between

BROWARD COUNTY

and

CITY OF NORTH LAUDERDALE

to

PROVIDE COST SHARE SUPPORT OF A NATURESCAPE IRRIGATION SERVICE WITHIN THE WATER UTILITY SERVICE AREA AND AUTHORIZE BROWARD COUNTY TO CONDUCT SPECIFIC TECHNICAL ACTIVITIES REQUIRED AS PART OF LANDSCAPE AND IRRIGATION SYSTEM EVALUATIONS

This is an Interlocal Agreement, made and entered into by and between BROWARD COUNTY, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY;"

and

CITY OF NORTH LAUDERDALE, hereinafter referred to as "NIS PARTNER" and collectively as "parties."

WHEREAS, this Agreement is entered into pursuant to Section 163.01, Florida Statutes (2012), also known as the "Florida Interlocal Cooperation Act of 1969", and other Florida law; and

WHEREAS, a high quality and adequate water supply is key to the current and continued support of urban and natural systems in Broward County; and

WHEREAS, consumptive use water supply allocations are limited by the South Florida Water Management District's adoption of Restricted Allocation Areas in 2007; and

WHEREAS, the Applicant's Handbook for Water Use Permit Applications within the South Florida Water Management District requires that public water supply utilities and landscape irrigation permittees develop and implement water conservation plans as described in Subsections 2.3.2.E. and 2.3.2.F.; and

WHEREAS, the NatureScape Irrigation Service directly supports a number of measures within these conservation plans demonstrating increases in water use efficiency achieved through water conservation; and
WHEREAS, the NatureScape Irrigation Service also directly supports a number of water quality objectives that support compliance with regional and state regulatory programs including: Total Maximum Daily Loads, the National Pollutant Discharge Elimination System, and the recent Federal and State Numeric Nutrient Criteria; and

WHEREAS, the County-wide Integrated Water Resource Plan seeks to optimize the beneficial uses of local water resources by creating more water and making our water resources go further; and

WHEREAS, local municipalities and water utilities helped to develop the Integrated Water Resource Plan through representation on the Water Advisory Board to the Broward County Board of County Commissioners and its Technical Advisory Committee; and

WHEREAS, the conservation of water quality and quantity is a principal objective of the Integrated Water Resource Plan and is demonstrated to be one of the most cost-effective and immediate means of producing water for meeting future water supply needs; and

WHEREAS, successful implementation of the Integrated Water Resource Plan as a strategy for minimizing the impacts of climate change while protecting the quality and quantity of local water resources is dependent upon community-wide participation; and

WHEREAS, it is estimated that up to fifty percent (50%) of total water consumption in Broward County is due to outdoor irrigation, and landscape runoff associated with over-irrigation, and poorly maintained irrigation systems contribute to surface water pollution; and

WHEREAS, Mobile Irrigation Labs are identified by the State of Florida and the South Florida Water Management District as a preferred water conservation strategy offering measureable results; and

WHEREAS, in 2005, Broward County first collaborated with municipal and water utility partners in the launching of a NatureScape Irrigation Service, a local variation of a Mobile Irrigation Lab designed to provide COUNTY’s NatureScape Irrigation Service partners (“NIS Partners”) with detailed site evaluations and recommendations for producing water savings and water quality improvements through modifications in landscape and irrigation system design, maintenance, and operation; and

WHEREAS, in 2010, Broward County again collaborated with municipal and water utility partners in a second five-year agreement providing expanded NatureScape Irrigation Service water conservation services; and

WHEREAS, since its inception, the NatureScape Irrigation Service has helped local partners to achieve more than one billion gallons in annual water savings; and
WHEREAS, the parties desire to enter into a new agreement to provide for an additional five-year term to support water conservation goals, further water conservation strategies in support of consumptive use permit requirements, and achieve water quality improvements required by the United States Environmental Protection Agency’s National Pollutant Discharge Elimination System permitting program, NOW, THEREFORE,

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

ARTICLE 1

DEFINITIONS AND IDENTIFICATIONS

1.1 Agreement - This agreement includes Articles 1 through 9, and the exhibits and documents that are expressly incorporated herein by reference. Other terms and conditions are included in the exhibits and documents that are expressly incorporated by reference.

1.2 Board - The Board of County Commissioners of Broward County, Florida.

1.3 Contract Administrator - The Broward County Administrator, the Director of the Broward County Environmental Planning and Community Resilience Division, or the designee of such County Administrator or Director. The primary responsibilities of the Contract Administrator are to coordinate and communicate with NIS PARTNER 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 contrasted with matters of policy, all parties may rely on the instructions or determinations made by the Contract Administrator; provided, however, that such instructions and determinations do not change the Scope of Services.

1.4 County Administrator - The Administrative head of COUNTY appointed by the Board.

1.5 County Attorney - The chief legal counsel for COUNTY appointed by the Board.

1.6 Project - The Project consists of the services described in Article 2.
ARTICLE 2

SCOPE OF SERVICES

2.1 COUNTY and NIS PARTNER shall perform all work and make all payments identified in this Agreement and Exhibit "A." This Agreement and Exhibit "A" describe COUNTY's and NIS PARTNER's obligations and responsibilities and are deemed to include preliminary considerations and prerequisites, and all labor, materials, equipment, and tasks which are such an inseparable part of the work described that exclusion would render performance by COUNTY and NIS PARTNER impractical, illogical, or unconscionable.

2.2 NIS PARTNER acknowledges that the Contract Administrator has no authority to make changes that would increase, decrease, or otherwise modify the Scope of Services to be provided under this Agreement.

2.3 The COUNTY shall perform all COUNTY work identified in this Agreement, which includes the following specific program requirements:

NatureScape Irrigation Service Evaluations

a. Ensure that evaluations are performed in a manner that is consistent with the protocols established in this Article and Exhibit "A."

b. Perform at least six (6) evaluations, three (3) original and three (3) follow-up, per year on properties selected in coordination with NIS PARTNER pursuant to paragraphs 2.4 and 2.5 and located within the water service area of the NIS Partner.

c. Evaluations will be performed by a Broward County staff person with training in irrigation system design and operation, expertise in landscape best management practices, and with permission and participation of the property owner/manager. The initial evaluation will serve to assess current rates of water consumption as a function of existing landscape design and maintenance and be based on the existing irrigation system's condition and standard operation. Following the initial evaluation, COUNTY will provide the property owner/manager with specific written recommendations for reducing total irrigation demands and increasing irrigation system efficiency through appropriate modifications in the landscape design, as well as irrigation system maintenance and operation. COUNTY will provide the property owner/manager a summary of the results of the evaluation in a site report and include the results in quarterly and annual program reports. The site report will include a description of the irrigation system and site, a list of recommended improvements, and a summary of current water consumption, potential water savings, and water savings realized as a result of the initial evaluation.
d. Conduct follow-up evaluations of the three (3) evaluation sites selected by NIS PARTNER no more than three (3) months following the initial evaluation. Follow-up evaluations will consist of an assessment of the degree to which the site-specific recommendations have been implemented and quantification of the water savings achieved as a result of the recommended improvements. COUNTY will provide the results of the follow-up evaluation to the property owner/manager and included in quarterly and annual program reports.

e. Identify and coordinate property owners/managers interested in pursuing NatureScape Certification as part of the NatureScape Irrigation Service evaluation. For interested property owners/managers, the County will provide expert assistance in developing a Florida Friendly Landscape™ in order to meet the NatureScape Broward certification criteria. Properties implementing NatureScape irrigation evaluation and Florida Friendly Landscape recommendations are eligible for certification as NatureScape properties as a result of the NatureScape Irrigation Service evaluation.

f. Conduct additional NatureScape Irrigation Service site evaluations within each service area in accordance with Exhibit "A." The number of additional NatureScape Irrigation Service evaluations to be performed will reflect NIS Partner’s relative contributions to the total operational budget. These additional NatureScape Irrigation Service evaluation sites may be selected at the discretion of the COUNTY and may be identified based on the participation of property owners/managers in the Broward "Know the Flow" course. NIS PARTNER will be notified in advance of additional evaluations to be conducted within its water service area. Evaluations and follow-up evaluations will be conducted in accordance with the protocols detailed in this Article.

g. Prepare a five-year summary of the program accomplishments, including:

1) Total number and location of properties evaluated;
2) Analysis of potential versus actual water savings achieved as a result of the NatureScape Irrigation Service;
3) Discussion of realized improvements in landscape practices with consideration of water quality implications;
4) Identification of properties certified as meeting NatureScape Broward criteria as a result of the NatureScape Irrigation Service; and

2.4 NIS PARTNER agrees to provide COUNTY with an initial list of three (3) identified properties within its water service area to be potential targets for the NatureScape Irrigation Service, or coordinate with COUNTY to identify
appropriate such properties, upon final execution of the agreement, and annually thereafter for a period of five (5) years.

2.5 The annual list of properties shall be submitted by NIS PARTNER to the Environmental Planning and Community Resilience Division of the Broward County Environmental Protection Department by the beginning of each contract year, to enable the COUNTY to conduct the specified number of annual evaluations and prepare quarterly and annual reports in a timely manner.

ARTICLE 3

TERM AND TIME OF PERFORMANCE

3.1 The term of this Agreement shall begin on April 13, 2015, and shall end on April 12, 2020. The continuation of this Agreement beyond the end of any fiscal year shall be subject to both the appropriation and the availability of funds in accordance with Chapter 129, Florida Statutes, and like statutory provisions applicable to NIS PARTNER.

3.2 All site selections, duties, obligations, and responsibilities of COUNTY and NIS PARTNER required by this Agreement shall be completed no later than April 12, 2020. Time shall be deemed to be of the essence in performing the duties, obligations, and responsibilities required by this Agreement.

ARTICLE 4

COMPENSATION

4.1 COUNTY and NIS Partner agree to perform the services set forth in Article 2, SCOPE OF SERVICES, at a cost to NIS PARTNER of a Two Thousand and No Hundreds Dollars ($2,000.00) base participation payment plus a per capita cost allocation based on the 2013 Lower East Coast Water Supply Plan and as shown in Exhibit "A." The fees for 2015, 2016, 2017, 2018, and 2019 shall be payable upon invoice and in accordance with the schedule shown in Exhibit "A" for the work actually performed. Additional evaluations and services can be added at a unit cost of Six Hundred Seventy-Five Dollars and No Hundreds ($675.00) for each additional site evaluation with a follow-up visit, or Four Hundred Fifty Dollars and No Hundreds ($450.00) for each additional site evaluation without a follow-up visit.

4.2 Payment shall be made to COUNTY at:

Broward County Board of County Commissioners
Jim Steinmuller, Accounting Division Administrator
Governmental Center, Room 220
115 South Andrews Avenue Fort Lauderdale, Florida 33301
ARTICLE 5

GOVERNMENTAL IMMUNITY

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. NIS PARTNER and COUNTY are state agencies or political subdivisions as defined in Chapter 768.28, Florida Statutes, and shall be fully responsible for the acts and omissions of their respective agents or employees to the extent permitted by law.

ARTICLE 6

INSURANCE

COUNTY and NIS Partner are entities subject to Section 768.28, Florida Statutes, and COUNTY and NIS PARTNER shall furnish the Contract Administrator with written verification of liability protection in accordance with state law prior to final execution of this Agreement.

ARTICLE 7

TERMINATION

7.1 This Agreement may be terminated for cause by the aggrieved party if the party in breach has not corrected the breach within ten (10) days after receipt of written notice from the aggrieved party identifying the breach. This Agreement may also be terminated for convenience by the COUNTY or NIS PARTNER. Termination for convenience by the COUNTY or NIS PARTNER shall be effective on the termination date stated in written notice provided by COUNTY or NIS PARTNER, which termination date shall be not less than thirty (30) days after the date of such written notice. This Agreement may also be terminated by the County Administrator or the City Manager upon such notice as the County Administrator or the City Manager deems appropriate under the circumstances in the event the County Administrator or the City Manager determines that termination is necessary to protect the public health, safety, or welfare. If COUNTY or NIS PARTNER erroneously, improperly, or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.

7.2 Notice of termination shall be provided in accordance with the "NOTICES" section of this Agreement except that notice of termination by the County Administrator or the City Manager, which the County Administrator or City Manager deems necessary to protect the public health, safety, or welfare may be
verbal notice that shall be promptly confirmed in writing in accordance with the "NOTICES" section of this Agreement.

7.3 In the event this Agreement is terminated for convenience by the COUNTY or NIS PARTNER, any services properly performed under the Agreement through the termination date specified in the written notice of termination shall be paid. COUNTY and NIS PARTNER acknowledge that each has received good, valuable and sufficient consideration from the parties, the receipt and adequacy of which are hereby acknowledged by the parties, in exchange for the right to terminate this Agreement for convenience.

7.4 For a NIS PARTNER that does not have a City Manager, the words "City Manager" as used in this agreement shall mean the Chief Executive Officer of such NIS PARTNER.

ARTICLE 8

EEO

No party to this Agreement may discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation, pregnancy, or gender identity and expression in the performance of this Agreement. Neither COUNTY nor NIS PARTNER shall unlawfully discriminate against any person in its operations and activities or in its use or expenditure of funds in fulfilling its obligations under this Agreement and shall not otherwise unlawfully discriminate in violation of Chapter 16, Broward County Code of Ordinances. In addition, COUNTY and NIS PARTNER shall take affirmative steps to prevent discrimination in employment against disabled persons.

ARTICLE 9

MISCELLANEOUS

9.1 RIGHTS IN DOCUMENTS AND WORK

Any and all reports, photographs, surveys, and other documents provided to NIS PARTNER by COUNTY or created by COUNTY in connection with this Agreement are and shall remain the property of COUNTY, and, if a copyright is claimed by COUNTY, COUNTY grants to NIS PARTNER a non-exclusive license to use the copyrighted item(s) indefinitely, to prepare derivative works, and to make and distribute copies to the public. In the event of termination of this Agreement, any reports, photographs, surveys, and other documents prepared by COUNTY, whether finished or unfinished, shall remain the property of the COUNTY, and, if in the possession of NIS PARTNER, shall be delivered by NIS
PARTNER to the Contract Administrator within seven (7) days of termination of this Agreement by either party.

9.2 PUBLIC RECORDS

COUNTY is a public agency subject to Chapter 119, Florida Statutes, and NIS PARTNER is a public agency subject to Chapter 119, Florida Statutes or an interlocal partner acting in conjunction with COUNTY pursuant to Section 119.0701, Florida Statutes. Accordingly, COUNTY and NIS PARTNER shall:

9.2.1 Keep and maintain public records that ordinarily and necessarily would be required to be kept and maintained under this Agreement;

9.2.2 Provide the public with access to such public records at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

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

The failure of NIS PARTNER to comply with the provisions set forth in this Section shall constitute a default and breach of this Agreement and COUNTY shall enforce the default in accordance with the provisions set forth in Section 7.1.

9.3 NOTICES

Whenever either Party desires to give notice to the other, such notice must be in writing, sent by certified United States Mail, postage prepaid, return receipt requested, or sent by commercial express carrier with acknowledgement of delivery, or by hand delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the parties designate the following:

FOR COUNTY:

Director, Environmental Planning and Community Resilience Division
Governmental Center, Room 329H
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
9.4 MATERIALITY AND WAIVER OF BREACH

Each requirement, duty, and obligation set forth herein was bargained for at arm's-length and is agreed to by the parties. Each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement, and each is, therefore, a material term hereof.

NIS PARTNER or COUNTY's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

9.5 COMPLIANCE WITH LAWS

COUNTY and NIS PARTNER 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.

9.6 SEVERANCE

In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless COUNTY or NIS PARTNER elects to terminate this Agreement. An election to terminate this Agreement based upon this provision shall be made within seven (7) days of final court action, including all available appeals.

9.7 JOINT PREPARATION

The parties and their counsel have participated fully in the drafting of this Agreement and acknowledge that the preparation of this Agreement has been their joint effort. The language agreed to expresses 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. The language
in this Agreement shall be interpreted as to its fair meaning and not strictly for or against any party.

9.8 INTERPRETATION

The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein," "hereof," "hereunder," and "hereinafter," refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a Section or Article of this Agreement, such reference is to the Section or Article as a whole, including all of the subsections of such Section, unless the reference is made to a particular subsection or subparagraph of such Section or Article.

9.9 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, requirement, or provision of Articles 1 through 9 of this Agreement, the term, statement, requirement, or provision contained in Articles 1 through 9 shall prevail and be given effect.

9.10 JURISDICTION, VENUE, WAIVER OF JURY TRIAL

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the state of Florida. The parties acknowledge that jurisdiction of any controversies or legal disputes arising out of this Agreement, and any action involving the enforcement or interpretation of any rights hereunder, shall be exclusively in the state courts of the Seventeenth Judicial Circuit in Broward County, Florida, and venue for litigation arising out of this Agreement shall be exclusively in such state courts, forsaking any other jurisdiction which either party may claim by virtue of its residency or other jurisdictional device. BY ENTERING INTO THIS AGREEMENT, NIS PARTNER AND COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO, ARISING FROM, OR IN CONNECTION WITH THIS AGREEMENT.

9.11 AMENDMENTS

The parties may amend this Agreement to conform to changes in federal, state, or local laws, regulations, directives, and objectives. 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 Board and NIS PARTNER or others delegated authority to or otherwise authorized to execute same on their behalf.

9.12 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. There is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document. Accordingly, no deviation from the terms hereof shall be predicated upon any prior representation or agreement, whether oral or written.

9.13 INCORPORATION BY REFERENCE

The truth and accuracy of each "Whereas" clause set forth above is acknowledged by the parties. The attached Exhibit "A" is incorporated into and made a part of this Agreement.

9.14 REPRESENTATION OF AUTHORITY

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

9.15 MULTIPLE ORIGINALS

Multiple copies of this Agreement may be executed by all parties, each of which, bearing original signatures, shall have the force and effect of an original document.

(The remainder of this page is intentionally left blank.)
IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the _______ day of ____________, 20__, and CITY OF NORTH LAUDERDALE, signing by and through its ____________________, duly authorized to execute same.

COUNTY

ATTEST:

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

By ____________________________
Mayor

_____ day of ____________, 20__

Approved as to form by
Joni Armstrong Coffey
Broward County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telexier: (954) 357-7641

By ____________________________
By ____________________________
Signature (Date)                Michael C. Owens (Date)
Senior Assistant County Attorney

Print Name and Title above

Maite Azcoitia (Date)
Deputy County Attorney
INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY AND CITY OF NORTH LAUDERDALE TO PROVIDE COST SHARE SUPPORT OF A NATURESCAPE IRRIGATION SERVICE WITHIN THE WATER UTILITY SERVICE AREA AND AUTHORIZE BROWARD COUNTY TO CONDUCT SPECIFIC TECHNICAL ACTIVITIES REQUIRED AS PART OF LANDSCAPE AND IRRIGATION SYSTEM EVALUATIONS

CITY OF NORTH LAUDERDALE

Attest: ________________________________

By: ________________________________

Mayor-Commissioner

____ day of _________________, 20___

By: ________________________________

Manager

____ day of _________________, 20___

APPROVED AS TO FORM:

By: ________________________________

City Attorney
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* Total Service Area only
** Served by Fort Lauderdale

1. 2010 service area populations are taken from the 2013 Lower East Coast Water Supply Plan.
2. A total of 186 evaluations will be completed annually. Each NIS Partner will coordinate with County to select 3 properties for 3 initial and 3 follow-up evaluations used in calculating long-term water savings. Additional evaluations are allocated based on each party's service area population relative to the total area included in the NIS partnership. Extra evaluations can be added for $675 with a follow-up or $450 without a follow-up.
3. The selection of the evaluation sites will be made in coordination with the NIS Partners' input and all results will be presented in the quarterly and annual report. The 2015 Total Cost was derived from the previous agreement. 2014 Total Costs. Total costs for each year after 2015 reflect a 3% cost of living increase.
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NLS Proposed Core Distribution
As you may recall, at the January 13, 2015 Commission meeting, the City Commission made a motion directing staff to take the necessary action to institute a moratorium on all Community Facilities (CF) uses in all zoning districts within the City to allow staff adequate time to assess the impact of CF uses in other zoning districts. Subsequently, the City Manager issued an Administrative Order pursuant to Section 106-61 of the City Code on January 16, 2015. Tonight we are presenting this Administrative Order and requesting City Commission’s adoption of the attached resolution confirming the administrative order.

Background:
The City Commission adopted Ordinance No. 03-07-1089 in July 2003 at the conclusion of an extensive study, to limit non-commercial uses in commercial zoning districts. This ordinance limited the amount of cumulative gross floor area that could be devoted to CF uses to no more than 20% of the commercial building. It also provided for a Special Exception Use (SEU) permit process for those CF uses that fell within the 20%. In 2008, the Commission requested that staff assess the effectiveness of the Ordinance. Based on the study, amendments were instituted to address some of the concerns that were identified. Now seven years later, changes in the economy, availability of commercial property, types of new developments within the City, needs of residents and other factors have created the need to look at the Ordinance once again.

Adoption of the Resolution confirming the Administrative Order will institute Zoning-in-Progress for six months while the study is undertaken. Staff will bring back an Ordinance for City Commission’s consideration further outlining the process and conditions of the moratorium. This item will first be scheduled for the Planning and Zoning Board in February.

RECOMMENDATION:
The City Administration recommends Commission’s consideration and approval of the attached Resolution confirming the City Manager’s Administrative Order of January 16, 2015, and authorizing the study and review of CF Uses in all Zoning Districts and instituting Zoning-in-Progress for six months while the study and appropriate recommendations as they relate to these zoning matters are completed and adopted.
RESOLUTION NO. ________________

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF NORTH LAUDERDALE, FLORIDA, CONFIRMING THE JANUARY 16, 2015, ADMINISTRATIVE ORDER ISSUED BY THE CITY MANAGER RELATING TO REVIEW OF COMMUNITY FACILITY (CF) USES WITHIN THE CITY; APPROVING AND AUTHORIZING THE CITY ADMINISTRATION TO CONDUCT SUCH REVIEW; PROVIDING FOR A TIME PERIOD FOR THE REVIEW; PROVIDING FOR LIMITATIONS ON ISSUANCE OF LICENSES AND PERMITS DURING THE TIME OF THE REVIEW; PROVIDING THAT THE ADOPTION OF THIS RESOLUTION COMMENCES THE AMENDMENT PROCESS FOR AMENDMENTS TO THE CITY’S CODE OF ORDINANCES RELATING TO CF USES WITHIN THE CITY; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, since 2003, the City has amended its Land Development Regulations and Comprehensive Plan concerning Community Facilities (CF) uses in the City; and,

WHEREAS, in 2008, the City reviewed Community Facilities (CF) uses in non-CF zoning districts, through zoning in progress pursuant to Section 106-61 of the City’s Code of Ordinances, and subsequently amended the Code; and,

WHEREAS, based upon concerns raised by the City Commission at its January 13, 2015 meeting, the City Manager has determined that there is a need to once again conduct a review of CF uses within the City; and,

WHEREAS, on January 16, 2015, the City Manager issued an Administrative Order, pursuant to Section 106-61 of the City’s Code, announcing zoning in progress relating to CF uses throughout the City; and,

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

WHEREAS, the City Commission believes that the January 16, 2015, Administrative Order should be confirmed, and that City staff should review the zoning matters relating to CF uses throughout the City, as such is in the best interests of the City and its residents and property owners.
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE
CITY OF NORTH LAUDERDALE, FLORIDA, THAT:

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

SECTION 2. The City Commission confirms the January 16, 2015, Administrative
Order, and authorizes the City Manager to review and study CF uses in all zoning districts in the
City.

SECTION 3. The City Manager should provide recommendations relating to
appropriate zoning districts no later than six (6) months from the date of adoption of this resolution,
but in no event longer than the time needed to complete a comprehensive analysis of the issues
relating to CF uses within the City.

SECTION 4. During the study period set forth in Section 3 above, no licenses or
permits will be issued for CF uses within the City unless the City’s Community Development
Department confirms that the application is on property currently zoned CF, has an approved site
plan, and for which building permits have yet to be issued or are open and pending, as of the date of
the Administrative Order, January 16, 2015; or, as permitted by Section 106-61(i) and (j) of the
City’s Code of Ordinances.

SECTION 5. The City Commission hereby acknowledges that the adoption of this
Resolution commences the amendment process for amending Chapter 106 of the City’s Zoning
Code as those provisions related to CF uses within the City.

SECTION 6. All resolutions or parts of resolutions in conflict herewith are
hereby repealed to the extent of such conflict.

SECTION 7. If any clause, section, other part or application of this Resolution is
held by any court of competent jurisdiction to be unconstitutional or invalid, in part or
application, it shall not affect the validity of the remaining portions or applications of this
Resolution.
SECTION 8. This Resolution shall become effective upon adoption.


____________________________
MAYOR JACK BRADY

____________________________
VICE MAYOR JERRY GRAZIOSE

ATTEST:

____________________________________
PATRICIA VANCHERI, City Clerk

APPROVED AS TO LEGAL FORM
BY CITY ATTORNEY:

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

TO: CITY ADMINISTRATION AND DEPARTMENT HEADS

FROM: AMBREEN BHATTY, CITY MANAGER

DATE: January 16, 2015

SUBJECT: REVIEW OF PERMITTED COMMUNITY FACILITIES (CF) USES IN ZONING DISTRICTS THROUGHOUT THE CITY

I, AMBREEN BHATTY, WITH POWERS VESTED IN ME AS THE CITY MANAGER OF NORTH LAUDERDALE, HEREBY ISSUE AN ADMINISTRATIVE ORDER PURSUANT TO SECTION 106-61 OF THE CITY’S CODE OF ORDINANCE, TO REVIEW CF USES IN ALL ZONING DISTRICTS THROUGHOUT THE CITY INCLUDING, BUT NOT LIMITED TO, SECTION 106-101, SECTIONS 106-437 THROUGH 439, SECTIONS 106-466 THROUGH 106-468, SECTIONS 106-487 THROUGH 106-489, SECTION 106-272, SECTION 106-297, SECTION 106-322 AND SECTION 106-349 AND CONSIDERATION OF REVISION OF SECTIONS 106-159 (b) AND ARTICLE XIV CF DISTRICTS SECTIONS 106-416 THROUGH 106-412 OF THE CITY’S CODE OF ORDINANCES. AS A RESULT, ZONING IN PROGRESS IS IN PLACE WHILE THE CITY STAFF REVIEWS AND PREPARES RECOMMENDATIONS PERTAINING TO THE ZONING REGULATIONS REGARDING CF USES. THE ZONING IN PROGRESS SHALL NOT APPLY TO PROJECTS ON PROPERTY CURRENTLY ZONED CF WITH APPROVED SITE PLANS AND FOR WHICH BUILDING PERMITS HAVE YET TO BE ISSUED OR ARE OPEN AND PENDING:

AMBREEN BHATTY, CITY MANAGER

1-16-2015

DATE
The City’s 17th Street (West of 81st Avenue and up to McNab Road on 83rd Avenue) is one of the older roadways that have never been resurfaced. This roadway is used extensively as it serves two schools and two residential developments. Over the years, the road has started to show significant signs of deterioration.

In 2006, when one of the residential developments “Mediterania” was built in this area, the developer had agreed to assist with some roadway rehabilitations cost through impact fees at the completion of the project. At that time, the City’s Engineering Consultants Calvin Giordano and Associates prepared a preliminary study outlining the needed improvements in the area. However, due to the housing bust, the final phase of the project was never finished. Subsequently, the incomplete portion of the project was sold to another entity that paid impact fees based on only the incomplete portion of the project, which was much less than the original estimated impact fees.

In order to move forward and to address the deteriorating roadway, in 2014, the City assigned our City’s Engineering firm Calvin Giordano and Associates the task of updating the preliminary study and design of 2007 to reflect the current needs of the area as a new charter school has been opened on the street. The updated design plan will include a design of a raised intersection at 82nd Ave and 17th Street along with a new crosswalk and the incorporation of a drop off lane for the charter school which will go up to 83rd Ave.

The total cost quoted by the City’s Engineering Consultant Calvin Giordano and Associates to update the study is 71,725.00. This will include determination of the needs, an engineer’s opinion of cost, the construction plans and the bid documents. The City’s plan is to schedule the bids around March and start the construction during summer months when the schools are out.

**RECOMMENDATION:**

The City Administration recommends Commission’s consideration and approval of the attached resolution authorizing the City Administration to accept the proposal from the City’s Engineering Consultant, Calvin Giordano and Associates, to develop design and construction plans and bid documents for the 17th Street Roadway Improvement project in the amount of $ 71,725.00.
RESOLUTION NO. ______________

A RESOLUTION OF THE CITY OF NORTH LAUDERDALE, FLORIDA AUTHORIZING THE CITY ADMINISTRATION TO ACCEPT THE PROPOSAL FROM THE CITY’S ENGINEERING CONSULTANT CALVIN GIORDANO AND ASSOCIATES TO DEVELOP DESIGN AND CONSTRUCTION PLANS AND BID DOCUMENTS FOR THE 17TH STREET ROADWAY IMPROVEMENT PROJECT IN THE AMOUNT OF $71,725.00; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City shall pay $71,725.00 for the 17th Street Roadway Improvement Project design and construction plans and preparation of bid documents; and

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

Section 1. That the Public Works Department is authorized to accept and execute the proposal from Calvin Giordano and Associates for the Design, Construction and Bid documents for the 17th Street Roadway Improvement Project in an amount not to exceed $71,725.

Section 2. That the funding for the cost of this proposal is available in the FY 2015 Capital 311 Fund.

Section 3. That this Resolution shall become effective immediately upon its passage and adoption.


APPROVED AS TO FORM:

__________________________________  ______________________________
CITY ATTORNEY SAMUEL S. GOREN       MAYOR JACK BRADY

______________________________  ______________________________
VICE MAYOR JERRY GRAZIOSE          ATTEST:

______________________________
CITY CLERK PATRICIA VANCHERI
December 12, 2014

Mr. George Krawczyk
Assistant Director of Public Works
City of North Lauderdale
701 SW 71st Avenue
North Lauderdale, FL 33068

RE: Re-Design and Construction of 17th Street / 83rd Avenue
CGA Proposal No. 06-5937.2

Dear Mr. Krawczyk,

Calvin, Giordano & Associates, Inc. (CGA) is pleased to submit this proposal for professional services necessary to assist the City of North Lauderdale in the design, permitting, and development of contract documents (CD's) for the proposed roadway improvements. Roadway improvement plans were completed by CGA in 2007, but were shelved by the City. Recent concerns by the community have resurrected this project and at the City's recommendation additional improvements will be needed before CD's can be released. It is our understanding that the City desires to improve both pedestrian and vehicular traffic by incorporating traffic recommendations provided by CGA in the 'Qualitative Assessment SW 17th Street' report, into this roadway improvements project design. These improvements include roadway and intersection improvements to SW 82nd Avenue and SW 17th Street, modifying existing school traffic patterns, and the addition of two raised intersections and pedestrian crosswalks at adjacent school intersections. All improvements are contingent upon Broward County and the respective school boards' (Pinewood Elementary School and North Broward Academy of Excellence) approval. Please note the design of water and sewer infrastructure along these roadways, construction inspection services, and engineering during construction are not included in this proposal. The specific services offered herein are outlined below.

I. Professional Engineering Services

   A. Civil Engineering
1. 60% Design Plans ( Permit Documents): Prepare updated roadway improvement plans for both SW 17th Street and SW 83rd Avenue for the City of North Lauderdale for review by Client. This will include one (1) 24”x36” set of plans or a digital copy in .pdf format. Additionally, appropriate sets of plans will be prepared for submittal to permit agencies.

   - Update roadway improvement plans to current engineering design standards.

   - Incorporate traffic recommendations identified in the CGA 'Qualitative Assessment SW 17th Street' report as previously provided to client.

   - Coordinate Electrical Plan and supporting documentation for additional lighting on roadway.

   - Incorporate revised utility map into roadway improvements project's plan sheets to verify proposed drainage doesn't conflict with existing utilities.

   - Perform site walk thru to identify any conditions that have changed due to time lapse from previous design completed in 2007.

   - Prepare Maintenance of Traffic Plans to sustain access to both commercial and residential properties surrounding roadways.

   - Include crosswalk location change at both SW 82nd Avenue and North Coral Circle intersections.

   - Provide drainage report with pipe and structure sizing calculations.

   - Fees include one (1) team meeting with client during this phase. If additional meetings are required, an additional budget will be required for this task.

   - It is anticipated that an Engineer's Opinion of Costs for the roadway improvements are provided to Client during the 60% Design stage.

2. 90% Design Plans (Bid Documents): Engineering Plans shall be prepared and provided to the Client for review. Appropriate quantities of plan sets will be resubmitted to the permit agencies.
Finalize contract documents

Revise Roadway Improvements plans and details to address 60% comments from Client and review agencies.

3. 100% Design Plans (Construction Documents): Construction Plans, Details and Technical Specifications, incorporating all permit agency comments, signed and sealed by a Florida Registered Professional Engineer, will be provided to the Client.

Revise Plan and Detail sheets to address permit agency review comments.

It is anticipated that the Engineer's Opinion of Costs for the drainage improvements be updated during the 100% Design, to reflect the changes made to the plans during the 90% Design.

4. Engineering Permitting

Obtain applicable City of North Lauderdale Engineering Department permit.

Obtain North Lauderdale Water Control District Permit Modification or No Notice Permit. If it is discovered that a Broward County ERL or SFWMD ERP/surface water license submittal is required, preparation of the applications and the processing of this permit will be handled under a separate contract.

Submit for Broward County PMS review. It is assumed that a Broward County ROW or Paving and Drainage Permit is not required. If it is discovered that either of these permits are required, preparation of the applications and the processing of these permits will be handled under a separate contract.

Submit and address comments from dry run submittal to City of North Lauderdale Building Department.

5. Bidding Services – Attend Pre-Bidding meeting, assist City of North Lauderdale with contractor's Request for Information (RFI), provide clarifications to contract documents and prepare addenda for City submittal.

6. Subcontractor - Subsurface Utility Engineering (SUE)
• After evaluating existing utility locations and proposed drainage improvements, it is anticipated that 8 soft dig holes are required to determine existing vertical elevations of potential utility conflicts. If more than the anticipated 8 soft digs are required to located existing utilities, processing and providing the additional soft digs will be handled under a separate contract. This service will be provided through an approved subcontractor registered through Calvin, Giordano, and Associates, Inc. for service to the City. It is anticipated that each soft/hard dig hole will be provided at a rate of $420.00/hole.

B. Electrical Engineering

1. Provide Electrical Engineering services for the design and specification of roadway lighting improvements. Services to include:
   • Field investigation, verification, and documentation of existing electrical and lighting facilities at project site. Includes one (1) daytime inspection to verify and document existing light sources and identify potential electrical service point options.
   • Design and coordination of new electrical service for proposed lighting. Includes coordination with FPL and establishment of one (1) service point location.
   • Electrical plans development – electrical site plan, riser, panel schedule, notes, specs, details, and finalization of photometric plan. Includes addressing comments from the building department / Authority Having Jurisdiction (AHJ) during the permitting process - to facilitate a permitted set of plans.
   • Electrical Engineering support during bidding. Includes responding to RFIs and attendance at one (1) pre-bid meeting.

2. Proposed Services DO NOT INCLUDE:
   • Structural analysis or wind loading calculations for any aspect of proposed poles
   • Any other work not specifically identified above.
   • Engineering during construction

II. Professional Surveying Services
A. A Topographic Survey of the S.W. 17th Street and N.W. 81st Avenue corridors was completed by CGA in 2006. As this survey is now over 7 years old, we anticipate having to perform some quality control with regards to existing data and to update any information that has changed from an above ground improvement standpoint and also any right-of-way and/or easements that have been added or modified. The survey data is also referenced vertically to National Geodetic Vertical Datum of 1929 (NGVD29) and will have to be converted into the current North American Vertical Datum of 1988 (NAVD88) datum.

B. Existing Survey Data – Quality Control:

1. CGA will complete a comprehensive survey quality control check with the existing Map of Topographic Survey to ensure the data as shown on the survey is current and complete. A survey field crew will be provided hard copy prints of the survey and will walk the project corridor verifying that all data as shown on the plans is reflective of current conditions. Any above ground improvements that are not correct as shown on the survey will be field collected and updated within the cad data file. A review of the Broward County Property Appraiser’s information with respect to right-of-way corridor width, recorded plats, owner of record, folio numbers, etc., will be undertaken to ensure that the recordation and right-of-way information as shown on the survey is complete and correct. This task may necessitate an updated title commitment or ownership and encumbrance report for the project corridor if through this task there appears to be changes to the right of way that are not current. The cad file will be updated with any new information that was identified as part of this task.

C. Existing Survey Data – Datum Conversion:

1. Upon completion of the quality control work and updating of the topographic elevation shots, the data file will be converted vertically to North American Vertical Datum of 1988 (NAVD88) and horizontally to Florida State Plane Coordinates, North American Datum 83/90 (NAD 83/90).

BASIS OF PROPOSAL

- Any opinion of the construction cost prepared by Calvin, Giordano & Associates, Inc. represents its judgment as a design professional and is supplied for the general guidance of the CLIENT since Calvin, Giordano & Associates, Inc. has no control over the cost of labor and material, or over competitive bidding or market conditions. Calvin, Giordano & Associates, Inc. does not guarantee the accuracy of such opinions as compared to contractor bids or actual cost to the CLIENT.
• Any outside engineering services, studies, or laboratory testing not specifically mentioned in the Scope of Services will be the responsibility of the CLIENT. All municipal, permit, and agency fees as well as Title Certificates will be paid by the CLIENT.

• Basic services outlined within this proposal shall be considered complete when the project plans are submitted to the regulatory agencies for Certification.

• Calvin, Giordano & Associates, Inc. is performing the consultant services set forth in this Agreement strictly as a professional consultant to CLIENT. Nothing contained in this Agreement shall create any contractual relationship between Calvin, Giordano & Associates, Inc. and any contractor or subcontractor performing construction activities on the project, or any of CLIENT’s other professional consultants.

• Calvin, Giordano & Associates, Inc. is performing the surveying services set forth in this Agreement strictly as a professional consultant to CLIENT. Nothing contained in this Agreement shall create any contractual relationship between Calvin, Giordano & Associates and any contractor or subcontractor performing construction activities on the project, or any of CLIENT’s other professional consultants.

• Calvin, Giordano & Associates, Inc. shall not be responsible for the contractor’s schedules or failure to carry out the construction in accordance with the construction documents. Calvin, Giordano & Associates, Inc. shall not have control over or charge of acts or omissions of the contractor, subcontractors, or their agents or employees, or of any other persons performing portions of the construction.

• Calvin, Giordano & Associates, Inc. will require that all consultants carry proper insurance, including professional liability insurance, if appropriate.

• Permit construction certification will include one partial and one final inspection.

ADDITIONAL FEES
The following services are NOT included in this proposal and will be considered Additional Services, which will be addressed in a separate contractual agreement. The services include but are not limited to:

• Architectural, structural (i.e., retaining walls, bridges, docks), mechanical (i.e., fire pumps), fire protection, geotechnical and testing, environmental assessment, power, gas, telephone, cable television, site lighting services.

• Calculations for needed fire flow for site demands, based on building type use and size, if required.

• Calculations of off-site flood stages.

• Construction quality control inspections.

• Off-site engineering and negotiations for off-site easements, if required (other than as specified in the Scope of Services).
• Permit application or negotiation with permitting authorities other than those specifically listed herein.
• Preparation of construction contract documents, other than drawings and technical specifications (e.g., bid schedule, project manual);
• Professional land surveying not included in the scope of services (i.e., buried utility investigation, easement research, condominium documents, project stake-out and as-built drawings).
• Professional services required due to conditions different from those itemized under the Scope of Services or due to events beyond the control of Calvin, Giordano & Associates, Inc.
• Professional services required, due to changes in the site plan initiated by the CLIENT, their representatives or other consultants (e.g., architects, landscape architects, etc.) after either design or preparation of the construction drawings has commenced.
• Re-review of rejected shop drawings.
• Review and approval of Contractor pay requests.
• Review of Data supplied by the CLIENT (i.e. GIS data sets, databases, aerial images, etc.) required for integration into this project.
• Review of shop drawings for contractor or Client selected alternatives, materials, products, etc.
• Special shop drawing annotation and modification to expedite shop drawing approval process.
• Updated boundary survey, site evaluation or closing assistance work, unless specified above.

REIMBURSABLE EXPENSES
Calvin, Giordano & Associates, Inc. and its consultants will be reimbursed for the printing of drawings and specifications, deliveries, Federal Express services, required travel time and travel expenses, long distance telephone calls, fax transmittals, postage, fees paid for securing approval of authorities having jurisdiction over the project, renderings, models and mock-ups required by CLIENT, as required. Reimbursable expenses and sub-consultant invoices will be billed directly to the CLIENT at a multiplier of 1.25.

MEETING ATTENDANCE
Due to the difficulties of predicting the number or duration of meetings, no meetings other than those listed above, are included in the Schedule of Fees shown below. Preparation for and meeting attendance, as necessary, will be provided on a time and materials basis and will be billed at the standard hourly rates in accordance with the attached Hourly Rate Schedule.

SCHEDULE OF FEES
Calvin, Giordano & Associates, Inc. will perform the Scope of Services for a lump sum fee as shown in the proposed Schedule of Fees:

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<th>PROPOSED SCHEDULE OF FEES</th>
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<td>I  Professional Engineering Services</td>
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<td>B  Professional Electrical Engineering Services</td>
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<td>Electrical Engineering</td>
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<td>4. Electrical Engineering support during bidding.</td>
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<tr>
<td>II Professional Surveying Services</td>
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<tr>
<td>Route Survey</td>
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<td>III Meetings not included in I thru II</td>
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<td>- TOTAL (Plus Hourly Services)</td>
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TERMS OF THE AGREEMENT
- Calvin, Giordano & Associates, Inc. and the CLIENT agree by their signatures on this document that each party will not hire or attempt to hire any staff from the other party while under contract together.
• Calvin, Giordano & Associates, Inc. is preparing and providing drawings, plans, specifications and other documents as outlined in the scope of services for this Agreement for use in the construction of this project, based upon design and construction criteria prepared and provided by others, including but not limited to the CLIENT and CLIENT's consultants. Calvin, Giordano & Associates, Inc. is not responsible for any errors and omissions in the aforesaid design and construction criteria provided by others.

• CLIENT agrees to indemnify, hold harmless and, at Calvin, Giordano & Associates, Inc.'s option, defend or pay for an attorney selected by Calvin, Giordano & Associates, Inc., to defend Calvin, Giordano & Associates, Inc., its officers, agents, servants, and employees against any and all claims, losses, liabilities, and expenditures of any kind, including attorney fees, any appellate attorney costs, court costs, and expenses, caused by, arising from, or related to any acts, omissions or negligence of CLIENT or its consultants.

• CLIENT agrees to limit Calvin, Giordano, & Associates, Inc.'s liability for any and all claims that CLIENT may assert on its own behalf or on behalf of another, including but not limited to claims for breach of contract or breach of warranty, to the amount of fees paid to Calvin, Giordano & Associates, Inc., pursuant to this Agreement.

• Drawings, specifications, and other documents and electronic data furnished by Calvin, Giordano & Associates, Inc. in connection with this project are instruments of service. All original instruments of service shall be retained by Calvin, Giordano & Associates, Inc. and will remain their property, with all common law, statutory and other reserved rights, including copyright, in those instruments. This information provided in the instruments of service is proprietary and will not be shared with others without prior written consent. The CLIENT may request reproducible copies, and all original documents upon payment of all outstanding invoices, and expenses.

• In the event of termination in accordance with this Agreement or termination not the fault of Calvin, Giordano & Associates, Inc., Calvin, Giordano & Associates, Inc. shall be compensated for services properly performed prior to receipt of notice of termination, together with Reimbursable Expenses then due.

• Invoices for work accomplished to date will be submitted monthly and are payable within thirty (30) days. The CLIENT will pay invoices upon receipt and understands interest charges of 1.5% per month will be applied to any unpaid balance past thirty (30) days. Calvin, Giordano & Associates, Inc. may elect to stop work until payment is received. If work is stopped for thirty (30) days or more, Calvin, Giordano & Associates, Inc. may request compensation for start-up costs when work resumes.

• The CLIENT or their representative shall be available to meet with Calvin, Giordano & Associates, Inc. and provide decisions in a timely manner throughout the course of the project. The CLIENT will provide all plans and other pertinent information, which are necessary for Calvin, Giordano & Associates, Inc. to provide complete professional services as outlined in this contract.
• The terms of Agreement shall be valid for the Client's acceptance for a period of thirty (30) days from the date of execution by Calvin, Giordano & Associates, Inc. after which time this contract offer becomes null and void if not accepted formally (evidenced by receipt of an executed copy of this document). All rates and fees quoted in this document shall be effective for a period of six (6) months, after which time they may be renegotiated with the CLIENT.

• This Agreement may be terminated by either party upon not less than seven (7) days written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination. Failure of CLIENT to make payments to Calvin, Giordano & Associates, Inc., in accordance with this Agreement, shall be considered substantial nonperformance and cause for termination.

MISCELLANEOUS PROVISIONS

• CLIENT and Calvin, Giordano & Associates, Inc., respectively, bind themselves, their partners, successors, assigns, and legal representatives to the other party to this Agreement and to the partners, successors, assigns, and legal representatives of such other party with respect to all covenants of this Agreement. Neither CLIENT nor Calvin, Giordano & Associates, Inc. shall assign this Agreement without written consent of the other.

• This Agreement represents the entire and integrated agreement between the CLIENT and Calvin, Giordano & Associates, Inc. and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Calvin, Giordano & Associates, Inc. and the CLIENT.

• Unless otherwise provided, this Agreement shall be governed by the law of the place where the project is located.

TERMINATION OF THE AGREEMENT

• This Agreement may be terminated by either party upon not less than seven (7) days written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination. Failure of CLIENT to make payments to Calvin, Giordano & Associates, Inc., in accordance with this Agreement, shall be considered substantial nonperformance and cause for termination.

• In the event of termination in accordance with this Agreement or termination not the fault of Calvin, Giordano & Associates, Inc., Calvin, Giordano & Associates, Inc. shall be compensated for services properly performed prior to receipt of notice of termination, together with Reimbursable Expenses then due.
We appreciate the opportunity to submit this proposal. Calvin, Giordano & Associates, Inc. is prepared with the necessary manpower to proceed with the proposed scope of services upon receipt of the executed authorization. Our personnel are committed to completing the project in a timely manner. Please indicate your acceptance of this proposal by signing below and returning one executed copy of the contract to this office. We look forward to working with you in making this project a success.

Sincerely,

CALVIN, GIORDANO & ASSOCIATES, INC.

[Signature]
Shelley Eichner, AICP
Senior Vice President
Cost of these services are $71,725.00 plus hourly as noted in fee breakdown.

ACCEPTANCE OF CONTRACT

CALVIN, GIORDANO & ASSOCIATES, INC.

By: ___________________________ Date: 1/1/2014
Name: Shelley Eichner, AICP
Title: Senior Vice President

By: ___________________________
Name: Mr. George Krawczyk
Title: Assistant Director of Public Works

Date: ___________________________
January 27, 2015

Mayor Tim Ryan  
Vice Mayor Martin Kiar  
Commissioner Mark Bogen  
Commissioner Stacy Ritter  
Commissioner Chip LaMarca  
Commissioner Lois Wexler  
Commissioner Beam Furr  
Commissioner Barbara Sharief  
Commissioner Dale Holness  

Broward County  
115 South Andrews Avenue  
Fort Lauderdale, Florida 33301  

RE: Meetings with representatives from Waste Management and Wheelabrator  

Dear Mayor Ryan, Vice-Mayor Kiar and Members of the County Commission:  
The purpose of this letter is to request that the County agree to conduct all further meetings relating to the contracts for Broward County for Solid Waste Disposal Services in public meetings. It is my opinion that the City of North Lauderdale will be affected by any amendment to the Solid Waste Disposal contract and I hereby request to be given notice of all negotiation meetings and to be included in any such meeting regarding negotiation of the proposed amendments.  

I am concerned that Wheelabrator is seeking the County’s permission to close its North Broward Waste to Energy plant and transport waste from the contract communities to the South Broward Waste to Energy plant up to 725,000 tons. It is my understanding that waste in excess of 725,000 tons will be disposed at the Monarch Hill Landfill. I am concerned that this change will make it difficult, if not impossible, for the County to achieve the 75% recycling goal in state statute. In my opinion, one of the reasons that the City of North Lauderdale signed the Interlocal Agreement for solid waste services with Waste Management was because of the credit toward this recycling goal received for MSW burned at the Waste-to-Energy plants.  

Though the Amendment must be approved by municipalities currently using Wheelabrator which equal at least two-thirds of the tonnage delivered, it is in the best interest of a good County relationship with the Cities that the current and future negotiations be held in public meetings in which my City can participate.  

I respectfully request that the Board of County Commissioners instruct the County Attorney’s office to hold any future negotiations in public meetings in which my City can participate.  

Sincerely,  

Mayor Jack Brady