1. INVOCATION AND PLEDGE OF ALLEGIANCE – Commissioner Wood

2. ROLL CALL

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

3. APPROVAL OF MINUTES


4. PRESENTATIONS

   a. Broadview Civic Association presentation to the North Lauderdale Fire Department

   b. Presentation of $75,000 from the North Lauderdale Recreation Foundation to the City of North Lauderdale for the purchase of a new bus

5. PROCLAMATIONS

   a. Black History Month – “A Century of Black Life, History and Culture”
6. PUBLIC DISCUSSION

7. OTHER BUSINESS

a. ORDINANCE – First Reading - Moratorium on Community Facility (CF) Uses (Tammy Reed-Holguin)
  - Motion, second and vote to read the ordinance
  - Attorney reads title
  - Staff presentation
  - 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, ESTABLISHING A MORATORIUM ON THE APPROVAL OR ISSUANCE OF ANY NEW LICENSES OR PERMITS FOR COMMUNITY FACILITY (CF) USES WITHIN THE CITY UNTIL AUGUST 1, 2015; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

b. RESOLUTION - SWAV 15-01 - Sign Waiver request for Gulf Gas Station (FKA Sunoco) 7120 Southgate Blvd. (Tammy Reed-Holguin)
  - 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, APPROVING A SIGN WAIVER REQUEST FOR TWO WALL SIGNS FOR GULF GAS STATION LOCATED AT 7120 SOUTHGATE BLVD, NORTH LAUDERDALE, FLORIDA, THEREBY PERMITTING THE INSTALLATION AND MAINTENANCE OF TWO MAIN WALL SIGNS ON A FREESTANDING CANOPY WITH LETTERING NOT TO EXCEED 16 INCHES IN HEIGHT WHEREAS ACCORDING TO SECTION 94-16 (C) ALLOWS ONLY ONE WALL SIGN IN A (B-2) COMMUNITY BUSSINESS DISTRICT.
c. **RESOLUTION - SWAV 15-02 - Sign Waiver request for Jeff’s Express Car Wash 1250 S. State Road 7 (Tammy Reed-Holguin)**

- 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, APPROVING A SIGN WAIVER REQUEST FOR ONE MONUMENT SIGN FOR JEFF’S EXPRESS CAR WASH TO BE LOCATED AT 1250 SOUTH STATE ROAD 7, NORTH LAUDERDALE, FLORIDA, THEREBY PERMITTING THE INSTALLATION AND MAINTENANCE OF A FREESTANDING MONUMENT SIGN WITH A 19 INCH HIGH DOLLAR SIGN AND NUMBER 3 WHEREAS A MAXIMUM OF 16 INCH HIGH LETTERS ARE ALLOWED BY SECTION 94-16 (b) (1) (d) AND TO ALLOW THE SIGN TO BE PLACED UP TO THE PROPERTY LINE WITHIN A MARKED UTILITY EASEMENT, SUBJECT TO OBTAINING AUTHORIZATION FROM THE APPROPRIATE EASEMENT HOLDER(S), NOT MEETING THE 10 FOOT SETBACK AS REQUIRED BY SECTION 94-12 WITHIN A COMMUNITY BUSINESS (B-3) ZONING DISTRICT.”**

d. **SUBJECT - First Amendment to Repurchase Agreement for Habitat for Humanity (Tammy Reed-Holguin)**

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

**MOTION:** To consider and approve the attached First Amendment to the Repurchase Agreement between the City and Habitat for Humanity of Broward, Inc. allowing an additional 18 months to obtain a Certificate of Occupancy for all units.

e. **RESOLUTION – Authorizing a Memorandum of Understanding (MOU) for Assistance to Firefighter Grant (Chief Rodney Turpel)**

- Motion, second and vote to read
- Attorney reads title
- Staff presentation
- Commission motion and second to adopt
- Commission discussion
- Commission vote
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF NORTH LAUDERDALE, FLORIDA, AUTHORIZING AND DIRECTING THE CITY MANAGER TO TAKE ALL STEPS NECESSARY TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH THE CITIES OF TAMARAC, CORAL SPRINGS, HALLANDALE BEACH, LAUDERHILL, MARGATE AND SUNRISE REGARDING A JOINT APPLICATION FOR FUNDING FROM FEMA’S ASSISTANCE TO FIREFIGHTERS GRANT PROGRAM. IF FUNDED, NORTH LAUDERDALE’S SHARE OF THE GRANT AWARD WILL BE $187,741 FOR THE PURCHASE OF SELF-CONTAINED BREATHING APPARATUS WITH THE UNDERSTANDING THAT, IF AWARDED, THE CITY WILL BE REQUIRED TO PROVIDE $20,527 IN MATCH DOLLARS; PROVIDING FOR FINDINGS AND CONCLUSIONS WITH REGARD TO THE BENEFITS TO BE DERIVED BY ACCEPTING SUCH GRANT FUNDS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

f. RESOLUTION –Teen/Recreation Center Floor Replacement Project (Mike Sargis)

- 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 THE CITY MANAGER TO ENTER INTO AN ACCEPTABLE AGREEMENT WITH EAST COAST BUILDERS IN AN AMOUNT NOT TO EXCEED $110,000.00 OUT OF THE PARKS AND RECREATION DEPARTMENT’S 2014-15 CAPITAL BUDGET 3117071-563100 FOR A NEW FLOOR AT THE TEEN/RECREATION CENTER; AND PROVIDING AN EFFECTIVE DATE.

g. SUBJECT – Sponsorship – Florida Sports Foundation Domino’s Tournament (Mike Sargis)

i. MOTION: To approve an expenditure of an amount not to exceed $302.00 for the Florida Sports Foundation Domino’s Tournament lunch on Saturday, February 7, 2015.
ii. RESOLUTION – Recognizing Co-Sponsorship with Florida Sports Foundation

- 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, RECOGNIZING A SPONSORSHIP OR CO-SPONSORSHIP RELATIONSHIP BETWEEN THE CITY OF NORTH LAUDERDALE AND THOSE CHARITIES AND ORGANIZATIONS LISTED IN EXHIBIT “A”, ATTACHED HERETO AND INCORPORATED HEREIN, AS MAY BE AMENDED FROM TIME TO TIME, FOR THE EXPRESSED PURPOSE OF COMPLIANCE WITH SECTION 1-19(C)(5)(A)(4) OF THE BROWARD COUNTY CODE OF ORDINANCES; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE.

8. REPORTS

9. COMMISSION COMMENTS

  a. Discussion and possible motion to purchase a table of 10 in the amount of $500.00 for the Aging & Disability Resource Center Fashion Show & Luncheon on Friday, February 13, 2015 (Mayor Brady)

10. CITY MANAGER COMMENTS

  a. Tuesday, February 24 - 3:30-5:30 - Complete Streets Workshop

  b. Saturday, February 28 – 11:00-3:00 - Employee Appreciation Day

11. CITY ATTORNEY COMMENTS

12. ADJOURNMENT
CITY OF NORTH LAUDERDALE
COMMISSION MEETING
TUESDAY, JANUARY 27, 2015
MINUTES

The North Lauderdale City Commission met at the Municipal Complex on Tuesday, January 27, 2015. The meeting commenced at 6:00 p.m.

1. **INVOCATION AND PLEDGE OF ALLEGIANCE** – Commissioner Moyle 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  
   Commissioner Lorenzo Wood  
   City Manager Ambreen Bhatti  
   City Attorney Samuel S. Goren  
   City Clerk Patricia Vancheri

3. **APPROVAL OF MINUTES**

   a. **January 13, 2015**
   - Shade Session – Vice Mayor Graziose moved to approve the Minutes as submitted. Seconded by Commissioner Wood. All in favor by voice vote.
   - Workshop - Vice Mayor Graziose moved to approve the Minutes as submitted. Seconded by Commissioner Wood. All in favor by voice vote.
   - Commission Meeting - Vice Mayor Graziose moved to approve the Minutes as submitted. Seconded by Commissioner Wood. All in favor by voice vote.

   Minutes approved unanimously.

4. **PRESENTATIONS**

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

   Vice Mayor Graziose, as President of the Broadview Civic Association, along with Joyce Clyde, a member of the Association presented a donation in the amount of $1,000 to the North Lauderdale Parks and Recreation Department as a way to give back to the community. They
thanked Michael Sargis, Parks and Recreation Director, and the City for their support with their annual community bazaar.

**b. National League of Cities Service Line Warranty Program Presentation**

Mr. Lee Zell from the National League of Cities presented a PowerPoint presentation, a copy of which is attached to these Minutes. The subject matter of the presentation was with regard to a program called the “Service Line Warranty Program” which relates to home repair protection coverage for homeowners relative to water and sewer line incidents. City Manager Bhatty advised the Commission that she would look into this program further before making it a formal agenda item.

**5. PROCLAMATIONS**

**a. National Wear Red Day –February 6th - and American Heart Month – February**

Chris Gentile, a representative from the American Heart Association, thanked the City for “going red” and for encouraging the employees and the residents to live a healthy lifestyle, and commented that they are proud to partner with the City on these efforts. Clerk read Proclamation.

**6. PUBLIC DISCUSSION**

**Alison Trautman Lopez** introduced herself as the proud new Principal of Silver Lakes Middle School and commented that she is excited and looking forward to an amazing collaboration with the City.

**7. ORDINANCES SECOND READING**

**a. Ordinance – Second 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
Jesus Valdes, Code Enforcement Supervisor, presented the item based on the backup memorandum. He indicated that this is the second reading of the proposed ordinance. The ordinance was approved on first reading on January 13, 2015. Mr. Valdes indicated that this is a major housekeeping item to revise Chapter 2 pertaining to code enforcement. One part of the proposed ordinance is an amendment to the code to ensure consistency with the Florida Statute and the second part is to incorporate the actual mitigation program that started back in April of 2010 as a pilot program to become a permanent program as it has been very successful for homeowners and financial investors. Staff recommends adoption on second reading. Public hearing opened. No one spoke. Commissioner Wood moved to adopt. Seconded by Commissioner Hilton. All in favor by voice vote.

ORDINANCE NO. 15-01-1307 PASSED AND ADOPTED UNANIMOUSLY

8. CONSENT AGENDA

No items were removed from consent. Vice Mayor Graziose moved to read. Seconded by Commissioner Wood.

Attorney read:

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.

RESOLUTION NO. 15-01-6133

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.

RESOLUTION NO. 15-01-6134
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.

RESOLUTION NO. 15-01-6135

d. RESOLUTION – BSO Law Enforcement Trust Fund Purchases

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.

RESOLUTION NO. 15-01-6136

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.

RESOLUTION NO. 15-01-6137

Commissioner Moyle moved to adopt the consent agenda as read. Seconded by Commissioner Hilton. All in favor by voice vote.

CONSENT AGENDA APPROVED UNANIMOUSLY
9. OTHER BUSINESS

a. RESOLUTION – Broward County ILA for Naturescape Irrigation Services

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

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.

George Krawczyk, Assistant Public Works Director, presented this item based on the backup memorandum. He commented that this is an opportunity for the City to join an ILA with the County again; we were in this program the first go-round. The County will assist the City in evaluating some of its irrigation systems, monitor it and give a report summary on what we can provide as a benefit and what we can save. With the program we will get credits back for our Consumptive Use Permits with South Florida. Krawczyk advised that the cost of the program will be about $3,500 per year, for a total of about $17,000 for a five year duration.
Commissioner Wood moved to adopt. Seconded by Commissioner Moyle. All in favor by voice vote.

RESOLUTION NO. 15-01-6138 PASSED AND APPROVED UNANIMOUSLY

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

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

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.

Tammy Reed-Holguin, Community Development Director, presented the item based on the backup memorandum. She indicated that staff was directed by the Commission at the last meeting to take necessary action to institute a moratorium on all Community Facility uses in all zoning districts within the City to allow time to access the impact of CF uses in other zoning districts. The City Manager issued an Administrative Order on January 16, 2015. Tonight staff is requesting Commission’s adoption of the Resolution confirming the Administrative Order. This Administrative Order will institute Zoning-in-Progress for six months while undertaking a study and assessment of the CF uses throughout the City. Within this time, no Local Business Tax Receipts or Permits will be issued for CF uses in all zoning districts within the City unless they meet three standards that are outlined in Section 4 of the Resolution, being that the property is currently zoned CF and has an approved site plan and for which building permits have yet to be issued or are open and pending. The Planning and Zoning Board, at their meeting in February, will consider an Ordinance that will further institute the Zoning-in-Progress and the moratorium and make a recommendation to the City Commission for consideration and adoption on first reading at the February 10th meeting. Vice Mayor Graziose moved to adopt the Resolution confirming the Administrative Order. Seconded by Commissioner Wood. All in favor by voice vote.

RESOLUTION NO. 15-01-6139 PASSED AND APPROVED UNANIMOUSLY

c. RESOLUTION – 17th Street Roadway Improvement Project

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

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.

George Krawczyk, Assistant Public Works Director, based on the backup memorandum. He said basically this is the last phase of the design of 17th Street taking into account the report and proposal done by the engineering consultant. Krawczyk mentioned some of the aspects of the design that will slow down the traffic on that roadway. He said the plan is to bid this out quickly and schedule construction to begin during the summer session when school is out. Vice Mayor Graziose moved to adopt. Seconded by Commissioner Wood. All in favor by voice vote.

RESOLUTION NO. 15-01-6140 PASSED AND APPROVED UNANIMOUSLY
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 – There being no further business, the meeting adjourned at

Respectfully submitted,

Patricia Vancheri, City Clerk
TO: Mayor and City Commission  
FROM: Ambreen Bhatti, City Manager  
BY: Tammy Reed-Holguin, Community Development Director  
DATE: February 10, 2015  
SUBJECT: Motion to Approve First Amendment to Repurchase Agreement for Habitat for Humanity

The item before you tonight is for the Commission’s consideration to approve an amendment to the Repurchase Agreement between the City and Habitat for Humanity. This amendment will extend the time for Habitat to obtain certificate of occupancies on the proposed townhomes for an additional 18 months from the date of execution of the amendment, August 2016.

BACKGROUND:

As you may recall, in 2012, Habitat for Humanity purchased 3 City-owned lots and the common area (escheated properties) generally located at SW 74th Avenue and Kimberly Boulevard. The purpose of the acquisition was to build townhomes for income-eligible families.

As part of the transaction, at closing, the parties signed a Repurchase Agreement providing the City the option of repurchasing the property at the same price for which the City sold the property should Habitat not obtain a certificate of occupancy (CO) for each unit within 730 calendar days from the day of closing. The last date for obtaining these CO’s according to the Agreement is February 20, 2015.

Habitat for Humanity has made diligent progress in obtaining site plan approval and building permits for the units. The City Commission approved the site plan (SPR 13-01) for the project on July 15, 2014. Subsequently, building permit applications were submitted and are currently being reviewed by the plan reviewers. Per Section 6 (k) of the Repurchase Agreement, Seller and Purchaser may agree to an extension pursuant to the execution of a written amendment. Mr. Perry Ecton, Executive Director of Habitat, submitted the attached letter requesting an 18-month extension to obtain CO’s.

Staff has reviewed his request and taken into account the progress made on the project and therefore, approval of the first amendment authorizing the extension is recommended. Tonight we are presenting the first amendment for Commission’s consideration and approval of the requested extension.

RECOMMENDATION:

The City Administration recommends that the City Commission’s make a motion to consider and approve the attached first amendment to the Repurchase Agreement between the City and Habitat for Humanity of Broward, Inc. allowing an additional 18 months to obtain a Certificate of Occupancy for all units.
FIRST AMENDMENT TO THE REPURCHASE AGREEMENT BETWEEN CITY OF NORTH LAUDERDALE AND HABITAT FOR HUMANITY OF BROWARD, INC.

THIS FIRST AMENDMENT TO THE REPURCHASE AGREEMENT ("First Amendment") is made and entered into as of the _____ day of _________, 2014, by and between the City of North Lauderdale, a Florida municipal corporation ("City"), with an address of 701 SW 71st Avenue, North Lauderdale, FL 33068, and Habitat for Humanity of Broward, Inc., a Florida not-for-profit corporation, with an address of 505 West Broward Boulevard, Fort Lauderdale, FL 33312 ("Purchaser").

WITNESSETH:

WHEREAS, on February 20, 2013, the City and Purchaser entered into a Repurchase Agreement with respect to certain properties conveyed by the City to Purchaser (the "Original Agreement"); and

WHEREAS, the Original Agreement provided for the Purchaser to obtain certificates of occupancy for single family homes to be developed on the properties no later than 730 days after the closing on the conveyance of the properties by City to Purchaser; and

WHEREAS, the City and Purchaser acknowledge that there have been unanticipated events that have impacted the Purchaser’s ability to obtain all of the certificates of occupancy, and that as a result the Purchaser needs additional time to obtain all of the certificates of occupancy for the single family homes to be constructed on the properties; and

WHEREAS, the City and Purchaser agree to provide purchaser with an additional Five Hundred Forty (540) calendar days to obtain certificates of occupancy for the single family homes to be constructed on the properties.

NOW THEREFORE, in consideration of the promises, mutual covenants, provisions and undertakings hereinafter contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. That the recitals set forth above are true and correct and are incorporated herein by reference.

2. That the time period in Section 3 of the Original Agreement is hereby extended to provide for an additional Five Hundred Forty (540) calendar days from the date that this First Amendment is executed by the City for the Purchaser to obtain a certificate of occupancy for the single family homes to be constructed on the Property, as defined in the Original Agreement.

3. That except as amended herein, the City and Purchaser ratify, approve, and reaffirm the terms of the Original Agreement, and the Original Agreement shall remain in full force and effect, except as amended herein.
4. In the event of any conflict or ambiguity by and between the terms and provisions of this First Amendment and the Original Agreement, the terms and provisions of this First Amendment shall control to the extent of any such conflict or ambiguity.

IN WITNESS WHEREOF, the parties have executed this Amendment to the Lawn Maintenance Services Agreement on the date first written above.

CITY:

CITY OF NORTH LAUDERDALE, a Florida municipal corporation

By: ________________________________

Ambreen Bhatti, City Manager

ATTEST:

By: ________________________________

Patricia Vancheri, City Clerk

APPROVED AS TO FORM:

By: ________________________________

Samuel S. Goren, City Attorney

STATE OF FLORIDA )
COUNTY OF BROWARD) ss:

I HEREBY CERTIFY that on this day before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by AMBREEN BHATTI, as City Manager of the City of North Lauderdale, a Florida municipal corporation, on behalf of the City, freely and voluntarily under authority duly vested in her by said municipal corporation and that the seal affixed thereto is the true corporate seal of said municipal corporation. She is personally known to me or has produced as identification.

WITNESS my hand and official seal in the County and State last aforesaid this ___ day of __________________________, 2015.

____________________________

Notary Public, State of Florida

My Commission Expires: ________________________________

Typed, printed or stamped name of Notary Public
PURCHASER:

Habitat for Humanity of Broward, Inc., a Florida not-for-profit corporation

ATTEST: ______________________

By: ___________________________

Print Name: ____________________

Title: __________________________

(Corporate Seal)

By: ___________________________

Print name: _____________________

Title: __________________________

STATE OF _____________)

) SS:

COUNTY OF ____________

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by ____________________, the ____________________________ of Habitat for Humanity of Broward, Inc., a Florida not-for-profit corporation, freely and voluntarily under authority duly vested in him/her by said corporation on behalf of the limited partnership, and that the seal affixed thereto is the true corporate seal of said corporation. He/She is personally known to me or who has produced ____________________ as identification.

WITNESS my hand and official seal in the County and State last aforesaid this _____ day of ______________________, 2015.

____________________________________

Notary Public

Typed, printed or stamped name of Notary Public

My Commission Expires:
January 22, 2018

City of North Lauderdale  
Mrs. Anbreen Heshy, City Manager  
701 SW 71st Avenue  
North Lauderdale, FL 33068

Re: Repurchase Agreement Extension

Dear Mrs. Heshy,

Habitat for Humanity of Broward, Inc. (HFHB) would like to request an extension for the Repurchase Agreement (attached), signed on February 20, 2018, regarding certain real property located in the City of North Lauderdale, Broward County, Florida, more particularly described on attached Exhibit “A”.

HFHB would like to request that the City of North Lauderdale extend the Repurchase Agreement associated with the above mentioned property for an additional 18 months starting from the date that North Lauderdale’s City Council approves of this requested extension. Permits recently submitted to the Building Department will take 90 days to obtain, thereby allowing HFHB’s construction to start in the second quarter of 2018.

Thank you for your consideration in this matter.

Warmest regards,

Tony Escon  
Executive Director  
Habitat for Humanity of Broward, Inc.
TO: Mayor and City Commission

FROM: Ambreen Bhatti, City Manager

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

DATE: February 10, 2015

SUBJECT: Ordinance First Reading:
Moratorium on Community Facility (CF) Uses

On January 27, 2015, the City Commission approved a resolution ratifying the notice of intent to institute the moratorium being presented tonight. Staff is requesting your consideration of the attached ordinance on first reading to adopt a moratorium on the issuance of building permits and local business tax receipts for Community Facility (CF) uses throughout the City.

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.

Resolution No. 15-01-6139 was adopted by the City Commission on January 27 confirming the City Manager’s Administrative Order that instituted Zoning-in-Progress while the study is undertaken. Adoption of the attached ordinance imposes a moratorium on the approval of any applications or the issuance of any new licenses or permits for Community Facility uses for 180 calendar days from the date of adoption of the ordinance. This moratorium will not apply to projects meeting the three criteria as outlined in Section 2 of the Ordinance prior to January 16th. At the conclusion of the study, staff will make recommendations for amendments to the zoning code if applicable and present them to the Planning & Zoning Board for a recommendation and, subsequently, to the City Commission for consideration of adoption.

The moratorium will be in place for 180 days; tonight is the first of two public hearings that will be advertised and scheduled before the City Commission. The consideration and adoption of this ordinance is a procedural operation which will further affirm and impose the moratorium on the issuance of local business tax receipts and building permits. This time will afford the City’s professional staff with an opportunity to fully review the CF uses.
The Planning and Zoning Board met on February 3, 2015 and after a presentation by staff, the Board voted unanimously to recommend approval to the City Commission.

RECOMMENDATION:

The City Administration recommends City Commission’s consideration of the attached ordinance on first reading to adopt a moratorium on the issuance of building permits and local business tax receipts for CF uses throughout the City as defined in the Ordinance.
ORDINANCE NO. ________________

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF NORTH LAUDERDALE, FLORIDA, ESTABLISHING A MORATORIUM ON THE APPROVAL OR ISSUANCE OF ANY NEW LICENSES OR PERMITS FOR COMMUNITY FACILITY (CF) USES WITHIN THE CITY UNTIL AUGUST 1, 2015; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; 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 non-CF zoning districts 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, on January 27, 2015, the City Commission adopted Resolution 15-01-6139 which confirmed and ratified the City Manager’s January 16, 2015, Administrative Order; and,
WHEREAS, based upon the recommendations from City Administration, the City Commission deems it necessary and to be in the best interests of the health, safety, and welfare of the citizens and residents of the City of North Lauderdale, to impose a moratorium on the approval of any new applications or the issuance of any new licenses or permits for Community Facility uses within the City until August 1, 2015, to provide time for the City Administration to complete its review of zoning regulations relating to CF uses within the City, and for the City to consider potential amendments to the City’s zoning regulations based upon such review.

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

SECTION 1. The foregoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Ordinance. These clauses represent the legislative findings of the City Commission. It is the purpose and intent of this Ordinance to promote the health, safety and welfare of the residents of North Lauderdale.

SECTION 2. The City Commission hereby declares a moratorium shall be immediately imposed on the approval of any applications or the issuance of any new licenses or permits for Community Facility (CF) uses within the City until August 1, 2015. During the term of the moratorium, the City shall not accept or review any applications for licenses or permits for Community Facility uses, except for those that satisfy all of the following criteria as of January 16, 2015:

a. The application is for property which currently has a zoning designation of Community Facility (CF);

b. The project associated with the application has an approved site plan; and,
c. Either no building permits have been issued, or building permits are open and pending for the project.

**SECTION 3.** If any clause, section, or other part or application of this Ordinance shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part or application shall be considered as eliminated and so not affecting the validity of the remaining portions or applications remaining in full force and effect.

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

**SECTION 5.** This ordinance shall take effect immediately upon its passage.

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: 

______________________________________________
MAYOR JACK BRADY

SAMUEL S. GOREN, CITY ATTORNEY

VICE MAYOR JERRY GRAZIOSE

ATTEST:

______________________________________________
PATRICIA VANCHERI, CITY CLERK
Proclamation

Black History Month

“A Century of Black Life, History and Culture”

WHEREAS, in 1926 Dr. Carter G. Woodson, who earned a doctorate degree from Harvard, launched Negro History Week and Americans have recognized Black History Month or National African American History Month annually since then as a celebration and recognition of achievements by black Americans in U.S. History; and

WHEREAS, February was chosen as Negro History Week, which later became Black History Month in the mid-1970s, because it marks the birthdays of two men who greatly influenced the black American population - Frederick Douglass and Abraham Lincoln. Since then, every American president has issued proclamations endorsing Black History Month; and

WHEREAS, this year’s theme is “A Century of Black Life, History and Culture” and over the past century, African American life, history, and culture have become major forces in the United States and the world, and

WHEREAS, confident that their struggles mattered in human history, black scholars, artists, athletes, and leaders self-consciously used their talents to change how the world viewed African Americans; and

WHEREAS, during Black History Month all Americans are encouraged to continue to reflect on the rich history and teachings of African-Americans and bear witness to the progress, beauty, and achievements they have made throughout our region and to seek a brighter future for all Americans;

NOW, THEREFORE, I, Jack Brady, Mayor of the City of North Lauderdale, Florida do hereby proclaim the month of February 2015 to be

BLACK HISTORY MONTH

in North Lauderdale and urge all residents to join in the celebration of this significant and historical observance.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of North Lauderdale to be affixed this 10th day of February, 2015.

______________________________
MAYOR JACK BRADY
TO: Mayor and City Commission

FROM: Ambreen Bhaty, City Manager

BY: Michael Sargis, Parks and Recreation Director

DATE: February 10, 2015

SUBJECT: Sponsorship – Florida Sports Foundation Domino’s Tournament

As you may recall, in November 2014, State Representative Hazel Rogers spoke at a Commission Meeting and requested that the City of North Lauderdale partner with other surrounding Cities to promote a Florida Sports Foundation Domino’s Tournament. The tournament was held on Saturday, February 7, 2015 in the City of Lauderhill. Along with North Lauderdale’s sponsorship, the event was also sponsored by the Cities of Fort Lauderdale, Lauderdale Lakes, Lauderhill and Miramar.

As part of North Lauderdale’s sponsorship, along with providing use of the City Logo for their flyer, distributing flyers to our residents, the City was asked to provide the funding for the event lunch. The cost of the lunch (deli platters) from Publix was $302.00.

As this event took place before the next scheduled Commission meeting of Tuesday, February 10, the staff made the payment for the food and is seeking approval tonight to ratify the payment.

RECOMMENDATION:

The City Administration recommends that Commission take the following action:

- Motion to approve an expenditure of an amount not to exceed $302.00 for the Florida Sports Foundation Domino’s Tournament lunch on Saturday, February 7, 2015.

- Motion to adopt the attached resolution for disclosure purposes per Broward Code of Ethics for elected municipal officials.
RESOLUTION NO. _____________________

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF NORTH LAUDERDALE, FLORIDA, RECOGNIZING A SPONSORSHIP OR CO-SPONSORSHIP RELATIONSHIP BETWEEN THE CITY OF NORTH LAUDERDALE AND THOSE CHARITIES AND ORGANIZATIONS LISTED IN EXHIBIT “A”, ATTACHED HERETO AND INCORPORATED HEREIN, AS MAY BE AMENDED FROM TIME TO TIME, FOR THE EXPRESSED PURPOSE OF COMPLIANCE WITH SECTION 1-19(C)(5)(A)(4) OF THE BROWARD COUNTY CODE OF ORDINANCES; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on October 11, 2011, the Board of County Commissioners of Broward County, Florida, adopted Ordinance No. 2011-19 (the “Code of Ethics”), which implemented a Code of Ethics for elected municipal officials; and

WHEREAS, the Code of Ethics establishes certain conditions and disclosure obligations on elected officials who engage in fundraising on behalf of charitable organizations; and

WHEREAS, Section 1-19(C)(5)(A)(4) of the Code of Ethics provides that the additional obligations shall not apply to an elected official who raises funds for those charities and events which are sponsored by elected official’s municipality; and

WHEREAS, the City of North Lauderdale has a rich history of sponsoring charitable organizations within the community and seeks to reaffirm the sponsorship relationships with those entities listed in Exhibit “A”, attached hereto and incorporated herein, as may be amended from time to time, to ensure compliance with the Code of Ethics; and

WHEREAS, the City Commission finds that the sponsorship of charities and events organized by and promoted by those entities listed on Exhibit “A” is in the best interest of the health, safety, and welfare of the residents and citizens of the City of North Lauderdale.

NOW, THEREFORE, be it resolved by the City Commission of the City of North Lauderdale, Florida:

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 Resolution.

Section 2. The City Commission of the City of North Lauderdale, Florida, hereby approves and affirms the City of North Lauderdale’s sponsorship relationship with those entities
listed in Exhibit “A”, attached hereto and incorporated herein, as may be amended from time to time, for the expressed purpose of ensuring compliance with the Code of Ethics for elected municipal officials.

**Section 3.** All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

**Section 4.** 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 5.** 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 ________ 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
EXHIBIT A

- Florida Sports Foundation – 2015 Domino’s Tournament
TO: Mayor and City Commission
FROM: Ambreen Bhatty, City Manager
BY: Rodney Turpel, Fire Chief
    Dave Sweet, Deputy Chief
DATE: February 10, 2015
SUBJECT: Assistance to Firefighter Grant

On November 18, 2014, the City Commission approved (Resolution number 14-11-6124) authorizing the City Manager to take all necessary steps to enter into a joint grant application with the cities of Tamarac, Coral Springs, Hallandale Beach, Lauderhill, Margate and Sunrise to apply for the Assistance to Firefighters Grant program from the Federal Emergency Management Agency (FEMA). An application seeking funding to purchase masks and air packs that are critical components of the Fire Rescue Department’s self-contained breathing apparatus (SCBA) system was subsequently submitted to FEMA on December 4, 2014. If funded, North Lauderdale’s share of this grant award will be $184,741 and the required match amount will be $20,527, which is equal to 10% of the total project cost.

While funding decisions have not yet been made, it is necessary to execute a Memorandum of Understanding (MOU) among the participating communities in order to receive funds if the grant is awarded. The staff tonight is requesting permission to authorize the City Manager to sign the attached MOU, which has already been approved by legal counsel.

RECOMMENDATION:

The Administration recommends that the Commission approve the attached resolution authorizing and directing the City Manager to sign an MOU with the cities of Tamarac, Coral Springs, Hallandale Beach, Lauderhill, Margate and Sunrise regarding a joint application for funding from FEMA’s Assistance to Firefighters Grant Program.
RESOLUTION ________________

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF NORTH LAUDERDALE, FLORIDA, AUTHORIZING AND DIRECTING THE CITY MANAGER TO TAKE ALL STEPS NECESSARY TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH THE CITIES OF TAMARAC, CORAL SPRINGS, HALLANDALE BEACH, LAUDERHILL, MARGATE AND SUNRISE REGARDING A JOINT APPLICATION FOR FUNDING FROM FEMA’S ASSISTANCE TO FIREFIGHTERS GRANT PROGRAM. IF FUNDED, NORTH LAUDERDALE’S SHARE OF THE GRANT AWARD WILL BE $187,741 FOR THE PURCHASE OF SELF-CONTAINED BREATHING APPARATUS WITH THE UNDERSTANDING THAT, IF AWARDED, THE CITY WILL BE REQUIRED TO PROVIDE $20,527 IN MATCH DOLLARS; PROVIDING FOR FINDINGS AND CONCLUSIONS WITH REGARD TO THE BENEFITS TO BE DERIVED BY ACCEPTING SUCH GRANT FUNDS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of North Lauderdale strives to provide extemporary emergency response services to all citizens through its Fire Rescue Department; and

WHEREAS, Department officials have identified outstanding needs in terms of replacing obsolete personal protective equipment for firefighters; and

WHEREAS, a joint grant application amount the cities of Tamarac, Coral Springs, Hallandale Beach, Lauderhill, Margate and Sunrise requesting funding to meet these needs was approved by this commission and submitted to the Federal Emergency Management Agency (FEMA) on December 4, 2014; and

WHEREAS, in the event that funding is awarded, FEMA requires that all participating cities enter into a Memorandum of Understanding; and

NOW, THEREFORE, BE IT RESOLVED by the City Commission of the City of North Lauderdale, Florida, that:
**Section 1.** The foregoing “Whereas” clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution upon adoption hereof.

**Section 2.** That the City Manager be and the same is hereby authorized and directed to enter into a Memorandum of Understanding with the cities of Tamarac, Coral Springs, Hallandale Beach, Lauderhill, Margate and Sunrise.

**Section 3.** All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

**Section 4.** 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 5.** That this resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED by the CITY COMMISSION of the City of North Lauderdale, Florida this 10th day of February, 2015.

APPROVED AS TO FORM:

______________________________
SAMUEL S. GOREN, CITY ATTORNEY

______________________________
MAYOR JACK BRADY

______________________________
VICE MAYOR JERRY GRAZIOSE

ATTEST:

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

City of Tamarac
City of Coral Springs
City of Hallandale Beach
City of Lauderhill
City of Margate
City of North Lauderdale
City of Sunrise

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

WHEREAS, the participating agencies have formed a working committee and developed a course of action to achieve the goals and objectives of the Assistance to Firefighters Grant Program (AFG); and

WHEREAS, the participating agencies have been identified as eligible jurisdictions able to collectively implement the objectives and goals of the AFG grant program; and

WHEREAS, the City of Tamarac has been selected through this MOU to be the host agency to file a regional AFG grant application (the “Application”) on behalf of the participating agencies, and

WHEREAS, the City of Tamarac has been selected through this MOU to administer the 2014-15 regional AFG grant program award and agrees to be the host agency responsible for administration of the grant including asset accountability and reporting requirements for those assets acquired under the AFG regional application in the event of approval; and

WHEREAS, the City of Tamarac agrees to serve as host agent for the procurement and disbursement of all equipment received under AFG grant program award in the event of approval; and

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

PURPOSE

This MOU establishes the relationship between the participating agencies for participation in a Regional 2014-15 Assistance to Firefighters Grant Program (AFG) grant award in the event of approval of the Application.
PROCEDURES

1. The City of Tamarac (Tamarac) will serve as the host agency to submit a regional 2014-15 AFG grant program application and serve as grant administrator for the participating agencies in the event of approval.

2. Pursuant to the AFG program guidelines, all items approved under the Application will be procured and administered through Tamarac in the event of approval of the Application.

3. Tamarac agrees, as host agency, to provide accountability for the assets acquired under the regional AFG grant award and provide reporting requirement deliverables. As such, participating agencies agree to provide Tamarac with this information on a timely basis to remain in compliance with the requirements of the grant.

4. The participating agencies agree to accept the 2014-15 regional AFG grant program award and accept their respective items as listed in the AFG grant application in the event of approval.

5. The participating agencies agree to provide the required cash match in the amount of 10% of the total cost of their requested items as detailed in the grant application as required under the regional AFG Grant Program guidelines. The required match shall be paid by the participating agencies upon receipt of an invoice from Tamarac, in advance of equipment procurement.

6. In the event of a reduced award, the participating agencies agree to accept this reduced amount and provide a 10% cash match on the total reduced award amount of their approved items.

7. Any expenditure beyond the grant award for an agency’s approved item(s) remain the sole responsibility of that agency.

8. The participating agencies agree to allow Tamarac to procure and distribute their respective assets if awarded under the regional AFG grant program.

9. The participating agencies agree to participate in cooperative training on all equipment procured under this grant award as appropriate. As host agency, training will be coordinated through Tamarac.

10. The participating agencies agree to maintain/repair all items awarded to them under the Application in accordance with the manufacturer’s warranty, and to replace the equipment if it becomes inoperable for a period of three years after official closeout of the grant agreement.

11. The participating agencies agree to promptly provide any additional documentation to Tamarac as requested, that may be necessary in connection with the grant.

12. Participating agencies agree to promptly return any equipment or deliverables that are received in error to Tamarac.
13. The grant award to each agency is as follows:

<table>
<thead>
<tr>
<th>EQUIPMENT</th>
<th>Coral Springs</th>
<th>Hallandale Beach</th>
<th>Lauderdale</th>
<th>Margate</th>
<th>North Lauderdale</th>
<th>Sunrise</th>
</tr>
</thead>
<tbody>
<tr>
<td>SCBA Airpacks</td>
<td>59</td>
<td>70</td>
<td>40</td>
<td>50</td>
<td>72</td>
<td>30</td>
</tr>
<tr>
<td>Spare Bottles</td>
<td>59</td>
<td>70</td>
<td>40</td>
<td>50</td>
<td>72</td>
<td>30</td>
</tr>
<tr>
<td>Face Mask</td>
<td>41</td>
<td>100</td>
<td>40</td>
<td>50</td>
<td>38</td>
<td>47</td>
</tr>
</tbody>
</table>

**TERM AND TERMINATION**

This MOU shall be effective on the date of last signature of the participating agencies herein and shall continue in full force and effect for a period of five years after official closeout of the grant agreement.

**GUIDELINES**

In performing its duties, responsibilities and obligations pursuant to this Agreement, each participating agency agrees to adhere to the requirement standards set forth in the AFG grant program guidance and Federal OMB Circular A-133 as applicable.

**RECORDS**

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

2. Each participating agency shall maintain its own respective records and documents associated with this MOU sufficient to demonstrate compliance with the terms of this agreement for a period of five years from the close-out date of the agreement, and shall allow Tamarac and the Department of Homeland Security access to such records upon request.

**EXECUTION**

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

**INSURANCE OR SELF-INSURANCE**

Each participating agency, at its sole cost and expense, shall carry insurance, or self-insure, its activities in connection with this MOU, and obtain, keep in force and maintain, insurance or equivalent programs of self-insurance, for general liability, professional liability, workers compensation, and business automobile liability adequate to cover its potential liabilities hereunder. Each participating agency agrees to provide the other forty-five (45) days' advance written notice of any cancellation, termination or lapse of any of the insurance or self-insurance coverage.
INDEPENDENT CONTRACTOR

This MOU does not create an employee/employer relationship between the parties. It is the intent of the parties that each participating agency is an independent contractor, and each participating agency shall assume responsibility for all personnel costs for its respective employees, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers Compensation Act, and the State unemployment insurance law.

INDEMNIFICATION

Each participating agency shall each be separately liable and responsible for the actions of their respective officers, agents and employees in the performance of their respective obligations under the MOU.

To the extent permitted by law, each participating agency shall indemnify, defend, and hold Tamarac, its officials, agents, servants and employees, harmless from any and all liability, actions, causes of action, suits, trespasses, damages, judgments, executions, claims and demands of any kind whatsoever, in law or in equity, which results from or arises out of the negligent acts or omissions of the participating agency or its employees, and the participating agency shall indemnify Tamarac, its officials, agents, servants and employees, for damages, judgments, claims, costs, expenses, including reasonable attorney's fees, which Tamarac, its officials, agents, servants and employees, might suffer in connection with or as a result of the negligent acts of the participating agency or its employees. For purposes of this provision, the participating agency’s employees shall not be deemed agents or servants of Tamarac and Tamarac's employees shall not be deemed agents or servants of the participating agency. The participating agency will at all times be entitled to the benefits of sovereign immunity as provided in Florida Statutes, Section 768.28, and common law. Nothing contained in the Agreement shall be construed as a waiver of sovereign immunity.

To the extent permitted by law, Tamarac shall indemnify, defend, and hold participating agency, its officials, agents, servants and employees, harmless from any and all liability, actions, causes of action, suits, trespasses, damages, judgments, executions, claims and demands of any kind whatsoever, in law or in equity, which results from or arises out of the negligent acts or omissions of Tamarac or its employees and Tamarac shall indemnify participating agency, its officials, agents, servants and employees, for damages, judgments, claims, costs, expenses, including reasonable attorney's fees, which participating agency, its officials, agents, servants and employees, might suffer in connection with or as a result of the negligent acts of the Tamarac or its employees. For purposes of this provision, Tamarac's employees shall not be deemed agents or servants of participating agency and participating agency's employees shall not be deemed agents or servants of Tamarac. Tamarac will at all times be entitled to the benefits of sovereign immunity as provided in Florida Statutes, Section 768.28, and common law. Nothing contained in the Agreement shall be construed as a waiver of sovereign immunity.
GOVERNMENTAL IMMUNITY

Each participating agency is a municipal corporation existing under the laws of the state of Florida. Each agrees to be fully responsible for acts and omissions of their agents or employees to the extent permitted by law. Nothing herein is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity may be applicable. Nothing herein shall be construed as consent by a political subdivision of the state of Florida to be sued by third parties in any matter arising out of this Agreement or any other contract.

NOTICES

Any and all notices given or required under this Agreement shall be in writing and may be delivered in person or by United States mail, postage prepaid, first class, and certified return receipt requested, addressed as follows:

TO:
   CITY OF TAMARAC
   City Manager
   7525 NW 88 Avenue
   Tamarac, Florida 33321

   With copy to:
   City of Tamarac City Attorney
   Goren, Cherof, Doody & Ezrol, P.A.
   3099 East Commercial Blvd., Suite 200
   Fort Lauderdale, FL 33308

TO:
   CITY OF CORAL SPRINGS
TO:
   CITY OF HALLANDALE BEACH
TO:
   CITY OF LAUDERHILL
TO:
   CITY OF MARGATE
TO:
   CITY OF NORTH LAUDERDALE
TO:
   CITY OF SUNRISE

or to such other address as any party may designate by notice complying with the terms of this Section. Each such notice shall be deemed delivered on the date delivered if by personal delivery of overnight courier; on the date upon which the return receipt is signed or delivery is refused or the notice is designated by the postal authorities as not deliverable, as the case may be if mailed.
MISCELLANEOUS

1. COMPLIANCE WITH LAWS
The participating agencies shall comply with all federal, state, and local laws, codes, ordinances, rules, and regulations which may be applicable in performing its duties, responsibilities, and obligations pursuant to this MOU.

2. JOINT PREPARATION
The participating agencies acknowledge that they have sought and received whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this MOU 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.

3. APPLICABLE LAW AND VENUE
This MOU shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Venue in any proceeding or action among the parties arising out of this MOU shall be in Broward County, Florida.

4. INCORPORATION BY REFERENCE
The truth and accuracy of each “Whereas” clause set forth above is acknowledged by the participating agencies.

5. ENTIRE AGREEMENT
This MOU contains the entire understanding of the participating agencies relating to the subject matter hereof superseding all prior communications between the parties whether oral or written. This MOU may not be altered, amended, modified, or otherwise changed nor may any of the terms hereof be waived, except by written instrument executed by the participating agencies. The failure of a participating agency to seek redress for violation of or to insist on strict performance of any of the covenants of this MOU shall not be construed as a waiver or relinquishment for the future of any covenant, term, condition or election but the same shall continue and remain in full force and affect.

6. SEVERABILITY
Should any part, term or provision of this Agreement be by the courts decided to be invalid, illegal or in conflict with any law of this State, the validity of the remaining portions or provisions shall not be affected thereby.
7. UNCONTROLLABLE FORCES

Participating agencies shall not be considered to be in default of this MOU if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this MOU and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions.

Neither party shall, however, be excused from performance if nonperformance is due to forces, which are preventable, removable, or remediable, and which the nonperforming party could have, with the exercise of reasonable diligence, prevented, removed, or remedied with reasonable dispatch. The nonperforming party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement.

8. ASSIGNMENT

Participating agencies shall not assign or transfer its rights, title or interests in the MOU.

9. SIGNATORY AUTHORITY

Each participating agency shall supply Tamarac with copies of requisite documentation evidencing that the signatory for the participating agency has the authority to enter into this MOU.

10. NO THIRD PARTY BENEFICIARIES.

The participating agencies expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this MOU. None of the parties intend to directly or substantially benefit a third party by this MOU. The parties agree that there are no third party beneficiaries to this MOU and that no third party shall be entitled to assert a claim against any of the parties based upon this MOU. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

11. CAPTIONS

The captions, section designations, section numbers, article numbers, titles and headings appearing in this MOU are inserted only as a matter of convenience, have no substantive meaning, and in no way define, limit, construe or describe the scope or intent of such articles or sections of this MOU, nor in any way effect this MOU and shall not be construed to create a conflict with the provisions of this MOU.
12. AMENDMENTS

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this MOU and executed by each party hereto.

13. NO GRANT OF AGENCY

Except as the participating agencies may specify in writing, no participating agency shall have authority, expressed or implied, to act on behalf of the other participating agencies in any capacity whatsoever as an agent. No participating agency shall have any authority, express or implied, pursuant to this MOU, to bind the other participating agency to any obligation whatsoever.

IN WITNESS WHEREOF, the participating agencies execute this instrument on the date(s) shown below:

City of Tamarac

__________________________________________ Date: ______________________
Authorized Representative

Approved as to form and legal sufficiency
Subject to the execution by participating agencies

__________________________________________ Date: ______________________
City Attorney

City of Coral Springs

__________________________________________ Date: ______________________
Authorized Representative

City of Hallandale Beach

__________________________________________ Date: ______________________
Authorized Representative
<table>
<thead>
<tr>
<th>City</th>
<th>Authorized Representative</th>
<th>Date:</th>
</tr>
</thead>
<tbody>
<tr>
<td>City of Lauderhill</td>
<td></td>
<td></td>
</tr>
<tr>
<td>City of Margate</td>
<td></td>
<td></td>
</tr>
<tr>
<td>City of North Lauderdale</td>
<td></td>
<td></td>
</tr>
<tr>
<td>City of Sunrise</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
TO: Mayor and City Commission
FROM: Ambreen Bhattty, City Manager
BY: Tammy L. Reed-Holguin, AICP Community Development Director
DATE: February 10th, 2015
SUBJECT: SWAV 15-01 Sign Waiver request for Gulf Gas Station (FKA Sunoco), 7120 Southgate Blvd.

To allow an additional wall sign with lettering not to exceed 16 inches in height whereas according to 94-16 (C) only one wall sign is allowed in a (B-2) Community Business district.

APPLICANT: Alternative Sign Group

Sunoco Gas, located at 7120 Southgate Blvd., will be changing its branding to the name of Gulf Gas from Sunoco. As part of this change, the applicant has submitted a request to add a wall sign (for a total to 2) to the existing signage where only one wall sign is allowed per Code.

The new brand, Gulf gas, is requesting favorable exposure to publicize its company by requesting a sign waiver to allow an additional wall sign. Section 94-16 (C) only allows one sign in a B-2 Community Business district. Both signs will be approximately 99 square feet in area. These signs will be placed on the canopy which is 100 feet long. Therefore, the sign area is less than the length of the canopy that they will be placed on and meets the size requirements.

The applicant indicated that approval of this request is necessary to business operations and would provide favorable exposure to their business along both the Rock Island Road and Southgate Boulevard corridors. The specific details of the request are contained in the attachments and made a part of this report.

Section 94-43 of the sign code makes a provision where the City recognizes that the commercial areas located adjacent to Southgate Boulevard and Rock Island Road are established business areas serving a regional population base and that certain requirements of the sign code may not be applicable. In this case, the business faces two
major roadways; Southgate Boulevard and Rock Island Road. The City Commission, therefore upon recommendation of the Planning and Zoning Board, may waive the requirements of the sign code.

It is always the staff’s objective to review any application in the best interest of business viability and success. Staff also has the responsibility to review the aesthetic and other impacts of any signage in the City.

Staff feels the signage is necessary to the operation of the business and will facilitate traffic movement and access through the property while being aesthetically pleasing. The business owner has worked closely with staff on the new signage to insure that they will provide adequate exposure to the business and not create a nuisance to public welfare or injurious to other properties or undermine improvements in vicinity, and it will benefit the business and its customers.

On February 3rd, 2015 the Planning and Zoning Board met and with a unanimous vote recommended City Commission’s consideration.

**RECOMMENDATION:**

The City Administration recommends City Commission’s consideration and approval of the attached Resolution approving the sign waiver for one additional wall sign subject to all applicable codes of the City regarding the installation of signs.
RESOLUTION NO. ________________

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF NORTH LAUDERDALE, FLORIDA, APPROVING A SIGN WAIVER REQUEST TO ALLOW AN ADDITIONAL WALL SIGN FOR GULF GAS STATION LOCATED AT 7120 SOUTHGATE BLVD, NORTH LAUDERDALE, FLORIDA, THEREBY PERMITTING THE INSTALLATION AND MAINTENANCE OF WALL SIGNS ON A CANOPY WITH LETTERING NOT TO EXCEED 16 INCHES IN HEIGHT WHEREAS ACCORDING TO SECTION 94-16 (C) ONLY ONE WALL SIGN IS ALLOWED IN A (B-2) COMMUNITY BUSSINESS DISTRICT.

WHEREAS, Section 94-43, of the City's Sign Code, allows the City Commission the option to waive the requirements of the Sign Code relating to commercial areas adjacent to Rock Island Road, Southgate Boulevard, State Road 7, McNab Road and S.W. 81st Avenue; and

WHEREAS, Gulf Gas Station, is located at 7120 Southgate Blvd., North Lauderdale, Florida, on the corner of Rock Island Road and Southgate Boulevard an established commercial corridor; and

WHEREAS, Gulf Gas Station feels that the provisions of the sign code for wall sign(s) are inadequate for their needs; and

WHEREAS, Gulf Gas Station, is requesting a sign waiver to allow the installation and maintenance of an additional wall sign with lettering not to exceed 16 inches in height whereas according to 94-16 (C) allows only one wall sign in a (B-2) Community Business district. and

WHEREAS, the Planning and Zoning Board recommended approval of said request at their meeting on February 3rd, 2014.

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

Section 1: That the waivers of the sign code be and the same are hereby granted to Gulf Gas Station to allow the installation and maintenance of an additional wall sign with lettering not to exceed 16 inches in height whereas according to 94-16 (C) allows only one wall sign in a (B-2) Community Business district.

Section 2: That the waivers granted by this Resolution shall not excuse the applicant from compliance with each and every term, condition and provision of the City's Sign
Code, the Code of Ordinances of the City of North Lauderdale, Florida, as well as the obtainment of the necessary permits.

Section 3: That this Resolution shall take effect immediately upon adoption.

PASSED and ADOPTED by the City Commission of the City of North Lauderdale, Florida, this __________ day of February, 2015.

APPROVED AS TO FORM:

______________________________
CITY ATTORNEY SAMUEL GOREN

______________________________
MAYOR JACK BRADY

______________________________
VICE MAYOR JERRY GRAZIOSE

ATTEST:

______________________________
CITY CLERK PATRICIA VANCHERI
To whom it may concern:

Re: Permit #201500427, 201500428, 201500429

We are Alternative Sign Group, Inc. a State licensed electric sign company.

Our company was hired to pull all necessary permits and install the new Gulf Gas signs at 7120 Southgate Blvd.

We are representing the Sanz Brothers in order to ask for permission to add a second canopy wall sign on the North West corner of the canopy.

The existing codes today only will allow one canopy wall sign.

The reason we feel that the second sign is needed is that when you are traveling east bound on Southgate Blvd. there is no station identification visible from the road until you almost pass the station.

Respectfully,

Joe Adinolfi (Vice President)

561.722.9272
November 18, 2014

City of Fort Lauderdale
Building Department
700 N.W. 19th Ave.
Fort Lauderdale, FL 33311

RE: Sunoco Gas Station
7120 S. Gate Blvd
Fort Lauderdale, FL 33301

To whom it may concern;

Please accept this as the Letter of Authorization providing our contractors, Alternative Sign Group and/or SNA LLC, the authority to act on behalf of the Sunoco Gas Station in pursuit of upgrading our signage to new Gulf image. This pertains to the following tasks in regard to signage for this station; 7120 Gate Blvd. Fort Lauderdale, FL 33301.

- Obtain all necessary permits and variance approvals.
- Engineering.
- Removals, patching, and painting.
- Installation.
- Electrical work.
- Any additional work as per the job specifications.

Per our lease, landlord approval is not required for signage alterations/upgrades.

Sincerely,

[Signature]

Sanz Brothers LLC.
Basharat or Farida Ahmad
**SUNRISE LOGO FOR 36" CANOPY FASCIA (GLF-58-CAB)**

**SIGN 3**

**MATERIALS LIST**
1. 3/4" Emboss Orange
2. 3/4" Emboss White (shield)
3. 1/2" Embossed copy
4. Face "Flange" to return over cabinet-attached face to cabinet using 5/16-18 nuts with 3/4" machine thread pan head screws
5. Fire alarm switch
6. Flush Cabinet to bottom of canopy fascia
7. Vertical 1 1/2" x 1 1/2" aluminum angle clip on back
8. .063 prefinished aluminum Cabinet
9. Cool Coat Clear acrylic backing
10. LED strip
11. Aluminum angle (horizontal) bolted to sign back-screw into top of canopy structure
12. Face: 125 clear polyurethane with printed vinyl applied to second surface vacuum formed

**COLOR SCHEDULE**

<table>
<thead>
<tr>
<th>Color Code</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>White</td>
</tr>
<tr>
<td>B</td>
<td>Bristol Blue #3639-97</td>
</tr>
<tr>
<td>C</td>
<td>Bright Orange</td>
</tr>
<tr>
<td>D</td>
<td>Bristol Blue #3639-97</td>
</tr>
</tbody>
</table>

**Front View**

Scale: 1" = 1'-0"
EXISTING CONDITIONS

NOTES: PUMPS ARE COMING PRE-IMAGED.

RECOMMENDATIONS

1. Remove and replac w/36" ACM canopy wrap w/ blue & orange striping (ACM-G8-A08)
2. Remove and replac w/36" ACM canopy wrap w/ applied cloth & blue & orange striping (ACM-36-RO-LT)
3. Remove and replac w/ new 50" Gulf cabinet (GULF-50-CAB)
4. Add clearance decals (GULF-CL-DEC)
5. Add mouse ears (CAN-00-PT2, CAN-120-DE)
6. Add inverted pump cover (PVT, RLY)
7. Remove and replac w/ 30" ACM on building
8. Add 30" Russell Closed for Gulf Express
9. Add 30" Gulf Express Decal

Cost Notes:
- Curtains to be painted gray
- Ballasts to be painted gray

PROPOSED SIGNAGE
CITY OF NORTH LAUDERDALE
COMMUNITY DEVELOPMENT DEPARTMENT

TO: Mayor and City Commission

FROM: Ambreen Bhatti, City Manager

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

DATE: February 10th, 2015

SUBJECT: SWAV 15-02 - Sign Waiver request for
Jeff's Express Car Wash
1250 S. State Road 7

To allow a freestanding monument sign with a 19 inch high dollar sign and number 3 whereas a maximum of 16 inch high letters is allowed by section 94-16 (b) (1) (d) and to allow the sign to be placed up to the property line within a marked utility easement not meeting the 10 foot setback requirements as required by section 94-12 within a Community Business (B-3) Zoning District.

APPLICANT: Jeff Fazio

---

Jeff’s Express Car Wash will be opening at 1250 S. State Road 7. This facility was formerly known as Stars and Stripes. The site underwent significant renovations per SPR No. 13-05 that was approved by the Commission in April 2014 to facilitate the new car wash.

At that time a sign waiver for larger letters on a set of four (4) word phrases was approved for a wall sign on the canopy covering the car wash since it was determined that a monument sign was not feasible. However, while the construction was being completed, the applicant removed and trimmed some landscaping improving the visibility for a monument sign. Therefore the applicant is now requesting reconsideration for a monument sign and sign waivers to accommodate the additional signage.

The request before you tonight is to allow a freestanding monument sign with a 19 inch high dollar sign and number 3 whereas a maximum of 16 inch high letters are allowed by section 94-16 (b) (1) (d) and to allow the sign to be placed on the property line waiving the 10 foot setback as required by section 94-12. The applicant indicated that approval of this request would provide favorable exposure to their business along the 441/SR 7 corridor.
There is a 25 foot Florida Department of Transportation (FDOT) easement outside of the property line. Placing the monument sign 10 feet inside of the property line would place it 35 feet from the edge of State Road 7. Since the goal is for the monument sign to be seen from the road and FDOT’s 25 foot required setback exists in front of the location, the waiver from the 10 foot setback from the property line is being requested. Another concern is that the proposed location of the sign on the property is within a recorded utility easement. Consideration of approval of this sign must be conditioned on the applicant identifying the appropriate utility companies and obtaining permission to allow this sign in the easement through an executed easement agreement. The specific details of the request are contained in the attachments and made a part of this report.

Section 94-43 of the sign code makes a provision where the City recognizes that the commercial areas located adjacent to State Road 7 are established business areas serving a regional population base and that certain requirements of the sign code may not be applicable.

It is always staff’s objective to review any application in the best interest of business viability and success. Staff also has the responsibility to review the aesthetic impact of any signage along our roadways.

Given the size of the FDOT easement and the length of entry/exit way into the carwash staff feels the proposed monument signage is viable because it is within the property boundary lines and does not block the site triangle of the exit. The Commission may remember it previously granted a channel letter sign waiver based on no monument sign being on the property. However, the code does allow all commercial properties within a B-3 zone to have one monument sign and since approval of the previous sign waiver, the applicant has trimmed the trees to allow for visibility of the monument sign. It is proposed that the sign be placed within a recorded utility easement and the burden will fall on the applicant to notify the appropriate utility companies and provide an executed easement agreement as required by the permitting process.

On February 3rd 2015, the Planning and Zoning Board met and after a presentation by staff requested an additional condition of approval. The condition they requested is that should any vegetation be impacted by the placement of the monument sign, the relocation of said vegetation must be onsite and done with an appropriate landscaping permit. Neither staff nor the applicant had an objection. The Planning and Zoning Board voted unanimously to recommend City Commission’s consideration and approval of the sign waiver with the additional condition.

Taking into consideration that the business is located within the City’s 441/SR 7 Mixed Use Redevelopment Overlay and that the request will not create public welfare or injuries to other properties or improvements in the vicinity, and it will benefit the business and its customers, should the City Commission concur with the Planning and Zoning Board’s
recommendation, then a motion is in order to adopt the attached Resolution approving the requested sign waiver subject to the following conditions:

- To allow a freestanding monument sign with a 19 inch high dollar sign and number 3 whereas a maximum of 16 inch high letters are allowed by section 94-16 (b) (1) (d)
- To allow the sign to be placed on the property line waiving the 10 foot setback as required by section 94-12.
- All applicable codes of the City regarding the installation of signs, conditions and provisions imposed by the City Commission, Planning and Zoning Board, and staff shall be met.
- Should any vegetation be impacted by the placement of the monument sign, the relocation of said vegetation must be onsite and done with an appropriate landscaping permit.
- Applicant must obtain an executed easement agreement from the appropriate utility companies prior to applying for permits, allowing the placement of the sign in the easement.

RECOMMENDATION:

The City Administration recommends City Commission’s consideration and approval of the attached Resolution granting the sign waiver to allow a freestanding monument sign with an 19 inch high dollar sign and number 3 whereas a maximum of 16 inch high letters is allowed by section 94-16 (b) (1) (d) and to allow the sign to be placed up to the property line within a marked utility easement not meeting the 10 foot setback requirements as required by section 94-12 within a Community Business (B-3) Zoning District.
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF NORTH LAUDERDALE, FLORIDA, APPROVING A SIGN WAIVER REQUEST FOR ONE MONUMENT SIGN FOR JEFF’S EXPRESS CAR WASH TO BE LOCATED AT 1250 SOUTH STATE ROAD 7, NORTH LAUDERDALE, FLORIDA, THEREBY PERMITTING THE INSTALLATION AND MAINTENANCE OF A FREESTANDING MONUMENT SIGN WITH A 19 INCH HIGH DOLLAR SIGN AND NUMBER 3 WHEREAS A MAXIMUM OF 16 INCH HIGH LETTERS ARE ALLOWED BY SECTION 94-16 (b) (1) (d) AND TO ALLOW THE SIGN TO BE PLACED UP TO THE PROPERTY LINE WITHIN A MARKED UTILITY EASEMENT, SUBJECT TO OBTAINING AUTHORIZATION FROM THE APPROPRIATE EASEMENT HOLDER(S), NOT MEETING THE 10 FOOT SETBACK AS REQUIRED BY SECTION 94-12 WITHIN A COMMUNITY BUSINESS (B-3) ZONING DISTRICT.”

WHEREAS, Section 94-43, of the City's Sign Code, allows the City Commission the option to waive the requirements of the Sign Code relating to commercial areas adjacent to Rock Island Road, Southgate Boulevard, State Road 7, McNab Road and S.W. 81st Avenue; and

WHEREAS, Jeff’s Express Car Wash, is located at 1250 S. State Road 7 North Lauderdale, Florida, within the State Road 7/441 Commercial Redevelopment District; and

WHEREAS, Jeff’s Express feels that the provisions of the sign code for a monument sign is inadequate for their needs; and

WHEREAS, Jeff’s Express, is requesting sign waivers to allow the installation and maintenance of a freestanding monument sign with an 19 inch high dollar sign and number 3 whereas a maximum of 16 inch high letters is allowed by section 94-16 (b) (1) (d) and to allow the sign to be placed up to the property line within a marked utility easement not meeting the 10 foot setback requirements as required by section 94-12 within a Community Business (B-3) Zoning District.” and;

WHEREAS, the Planning and Zoning Board recommended approval of said request at their meeting on February 3rd, 2015.

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

Section 1: That the waivers of the sign code be and the same are hereby granted to Jeff’s Express Car Wash to allow the installation and maintenance of a freestanding monument sign with an 19 inch high dollar sign and number 3 whereas a maximum of 16 inch high letters is allowed by section 94-16 (b) (1) (d) and to allow the sign to be placed up to the property line within a marked utility easement, subject to obtaining authorization from the appropriate easement holders prior to
applying for a permit, not meeting the 10 foot setback requirements as required by section 94-12 within a Community Business (B-3) Zoning District.”

Section 2: That the waivers granted by this Resolution shall not excuse the applicant from compliance with each and every term, condition and provision of the City's Sign Code, the Code of Ordinances of the City of North Lauderdale, Florida, the conditions outlined in the staff’s memorandum for approval, as well as the obtainment of the necessary permits.

Section 3: That this Resolution shall take effect immediately upon adoption.

PASSED and ADOPTED by the City Commission of the City of North Lauderdale, Florida, this ____________ day of February, 2015.

APPROVED AS TO FORM:

___________________________
CITY ATTORNEY SAMUEL GOREN

___________________________
MAYOR JACK BRADY

___________________________
VICE MAYOR JERRY GRAZIOSE

ATTEST:

___________________________
CITY CLERK PATRICIA VANCHERI
City of North Lauderdale
701 Southwest 71st Ave.
North Lauderdale, FL 33068

To whom it may concern,

I, Jeff Fazio, business owner of Jeff's Express car wash located at 1250 South State Road 7 am looking to add a monument sign to our property. Until trimming the trees along 441, I didn't think a monument sign could be seen. Since trimming the trees it appears that a monument sign will have some limited visibility and worth the investment for my company. We firmly believe that the prior business failed because of the lack of visibility and signage and are trying to take steps to avoid that same fate. I have a multi-million dollar investment in the success of this operation, along with employees and their families to support. I am hoping for some cooperation from the city to help make us a success in our new community.

Thank you,

Jeff Fazio
Specifications
Don Bell Signs to fabricate & install one double-faced internally illuminated Main Identification sign. High output illumination by 500W Halo lamp 12'' o.c. as required.
Cabinet
Aluminum with 2'' retainer painted white PMS 287 V.B. emerald.
Faces
Porthole white acrylic with Sultan Blue 250 157 trans. vinyl applied 1st surface to background/stripes copy & stripes.
Parapet - white
Reveal
Aluminum painted Red PMS 187 satin enamel (Matthews).
Pylon Cover
Aluminum with medium sand finish painted beige satin enamel (Matthews).
Flat Cut Out address numbers shall be mounted flush, spray painted PMS 287 V.B. emerald.
Landscaping by others.
In 2012, the City Commission authorized a 6000 square feet expansion of the existing Teen/Recreation Center located at the City Hall complex. The renovations were completed in May of 2013 and since the re-opening, the recreation programs operated out of the facility have seen huge increases in participation.

In November 2013, the Johnsonite vinyl 2’x2’ squares floor at the newly renovated center started to blister and peel. After a thorough review of the floor, it was determined that it was happening due to moisture under the floor covering. This type of floor has a rather low tolerance for moisture and numerous moisture tests revealed the facility has mid to high moisture reading. At the time of installation, a basic moisture reading was taken that fell within the guidelines of the floor, however, if a more detailed test was conducted, as recommended by the floor manufacturer, this problem may not have occurred.

Currently, the floor is failing in numerous areas and needs to be replaced in full. In order to treat the moisture issue, the following steps need to be completed:

- Remove all existing vinyl tile
- Remove all self leveling floor sub-base to the concrete floor
- Grind the concrete floor and seal with an approved moisture barrier
- Re-pour new self leveling floor
- Install new floor

In order to assure that there are no future issues with moisture, the staff intends to contract an engineering firm that will detail all the steps needed to remove the existing floor, design a system that will trap/keep the moisture off the concrete slab, and will conduct or monitor all moisture testing prior to the installation of the new floor.

At this time the staff is exploring 2 flooring options – the first is replacing the floor with the same material (Johnsonite vinyl) and the second is a poured and placed rubber floor. As part
of the engineering review, a determination will be made regarding the type of the floor that would best meet our needs.

In order to successfully install the floor during the summer break, the staff needs to begin scheduling installers in the next few weeks. East Coast Builders was the contractor of record for the Teen/Recreation Center expansion project that was completed in 2013. Since the issues with the floor surfaced, East Coast Builders has been working with the City to identify and resolve these issues at no cost. Therefore, as the contractor of record, the staff is recommending to contract with East Coast Builder to replace the existing floor as he is fully familiar with the project and the moisture issues.

Not knowing all the details of the moisture study that will be conducted by the engineering firm in the next few weeks, East Coast Builder has submitted a preliminary proposal with a cost estimate of $90,000 for either floor replacement using either material. However, in anticipations of any other unknown associated costs, the staff is seeking approval for not to exceed amount of $110,000.00. Upon receipt of the final proposal, the Staff will report to the final cost to the Commission. Funding for this project is available in the Parks and Recreation Department 2014-15 Capital Budget line item 3117071-563100.

**RECOMMENDATION:**

The Administration recommends City Commission’s approval of the attached resolution authorizing the City Manager to enter into an acceptable agreement with East Coast Builders in an amount not to exceed $110,000.00 out of the Parks and Recreation Department’s 2014-15 Capital Budget 3117071-563100 for a new floor at the Teen/Recreation Center.
RESOLUTION NO. ________________

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF NORTH LAUDERDALE, FLORIDA, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN ACCEPTABLE AGREEMENT WITH EAST COAST BUILDERS IN AN AMOUNT NOT TO EXCEED $110,000.00 OUT OF THE PARKS AND RECREATION DEPARTMENT’S 2014-15 CAPITAL BUDGET 3117071-563100 FOR A NEW FLOOR AT THE TEEN/RECREATION CENTER; 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 authorized the City Manager or her designee to enter into an agreement with East Coast Builders in an amount not to exceed $110,000.00 for the installation of a new floor at the Teen/Recreation Center.

Section 2: The City Commission agrees with the findings of staff and their consultants that the flooring system at the Teen/Recreation needs to be replaced and that East Coast Builders is the best choice to make said renovations.

Section 3: Funding for this project is available in the 2014/15 Parks and Recreation Department’s Capital Budget 3117071-563100.

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 10th day of February, 2015.

APPROVED AS TO FORM:

________________________________________
CITY ATTORNEY SAMUEL S. GOREN

______________________________
MAYOR JACK BRADY

______________________________
VICE MAYOR JERRY GRAZIOSE

ATTEST:

________________________________________
CITY CLERK PATRICIA VANCHERI