CITY OF NORTH LAUDERDALE

COMMISSION MEETING

TUESDAY, APRIL 14, 2015

REGULAR MEETING – 6:00 p.m.

NORTH LAUDERDALE RECREATION FOUNDATION
(Immediately following regular meeting)

AGENDA

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 Bhatty
   City Attorney Samuel S. Goren
   City Clerk Patricia Vancheri

3. APPROVAL OF MINUTES
   a. March 31, 2015

4. PRESENTATIONS
   a. Fire Department presentation of Insurance Services Office (ISO) Class 2 designation
      (Fire Chief Turpel)
   b. North Lauderdale Fire Benevolent Association (Ian Sargent)

5. PROCLAMATIONS
   a. National Library Week – April 12-18 (Jill Sears, Branch Mgr. and Mary Roberts, Friends of the Library)
6. PUBLIC DISCUSSION

7. QUASI-JUDICIAL ITEMS

a. **RESOLUTION: SWAV 15-03 - Sign Waiver request for METRO PCS, 7220 Southgate Blvd. (Presidential Plaza)**

- All interested parties wishing to speak on this item are sworn in
- Staff presentation (Tammy Reed-Holguin)
- Public Hearing opened
- Public comments
- Public Hearing closed
- Commission discussion
- Commission motion and vote

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF NORTH LAUDERDALE, FLORIDA, APPROVING A SIGN WAIVER REQUEST FOR ONE WALL SIGN FOR METROPCS TO BE LOCATED AT 7220 SOUTHGATE BLVD., NORTH LAUDERDALE, FLORIDA, THEREBY PERMITTING THE INSTALLATION AND MAINTENANCE OF A WALL SIGN WITH 19 INCH HIGH P, C and S LETTERS WHEREAS A MAXIMUM OF 16 INCH HIGH LETTERS ARE ALLOWED BY SECTION 94-16 (C) (2) (e) WITHIN A COMMUNITY BUSINESS (B-2) ZONING DISTRICT.”

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 - 2015 Amendment to Interlocal Agreement between Broward County and City of North Lauderdale providing for Division and Distribution of the proceeds of the Local Option Gas Tax Imposed by the Broward County Local Option Gas Tax Ordinance – (Six-Cent)**

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF NORTH LAUDERDALE, FLORIDA, ACCEPTING AND OTHERWISE AUTHORIZING THE CITY MANAGER OF THE CITY OF NORTH LAUDERDALE, FLORIDA, ON BEHALF OF SAID CITY, TO EXECUTE AND OTHERWISE ENTER INTO THE ATTACHED YEAR 2015 (SIX CENT) AMENDMENT TO INTERLOCAL AGREEMENT BETWEEN NORTH LAUDERDALE AND BROWARD COUNTY PROVIDING FOR THE DIVISION AND DISTRIBUTION OF THE PROCEEDS OF THE LOCAL OPTION GAS TAX IMPOSED BY THE BROWARD COUNTY LOCAL OPTION GAS TAX ORDINANCE; AUTHORIZING THE CITY MANAGER TO DO ALL THINGS NECESSARY TO CARRY OUT THE AIMS OF THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.
b. RESOLUTION - 2015 Amendment to Interlocal Agreement between Broward County and City of North Lauderdale providing for Division and Distribution of the Proceeds from the Broward County Fifth Cent Additional Local Option Gas Tax on Motor Fuel for Transit.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF NORTH LAUDERDALE, FLORIDA, ACCEPTING AND OTHERWISE AUTHORIZING THE CITY MANAGER OF THE CITY OF NORTH LAUDERDALE, FLORIDA, ON BEHALF OF SAID CITY, TO EXECUTE AND OTHERWISE ENTER INTO THE ATTACHED YEAR 2015 (FIFTH CENT) AMENDMENT TO INTERLOCAL AGREEMENT BETWEEN NORTH LAUDERDALE AND BROWARD COUNTY PROVIDING FOR THE DIVISION AND DISTRIBUTION OF THE PROCEEDS FROM THE BROWARD COUNTY FIFTH CENT ADDITIONAL LOCAL OPTION GAS TAX ON MOTOR FUEL FOR TRANSIT; AUTHORIZING THE CITY MANAGER TO DO ALL THINGS NECESSARY TO CARRY OUT THE AIMS OF THIS RESOLUTION; AND, PROVIDING AN EFFECTIVE DATE.

c. RESOLUTION - 2015 Amendment to Interlocal Agreement between Broward County and CITY OF NORTH LAUDERDALE providing for Division and Distribution of the Proceeds from the Broward County Additional Local Option Gas Tax on Motor Fuel Ordinance – (Three-Cent)

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF NORTH LAUDERDALE, FLORIDA, ACCEPTING AND OTHERWISE AUTHORIZING THE CITY MANAGER OF THE CITY OF NORTH LAUDERDALE, FLORIDA, ON BEHALF OF SAID CITY, TO EXECUTE AND OTHERWISE ENTER INTO THE ATTACHED YEAR 2015 (THREE CENT) AMENDMENT TO INTERLOCAL AGREEMENT BETWEEN NORTH LAUDERDALE AND BROWARD COUNTY PROVIDING FOR THE DIVISION AND DISTRIBUTION OF THE PROCEEDS FROM THE BROWARD COUNTY ADDITIONAL LOCAL OPTION GAS TAX ON MOTOR FUEL ORDINANCE; AUTHORIZING THE CITY MANAGER TO DO ALL THINGS NECESSARY TO CARRY OUT THE AIMS OF THIS RESOLUTION; AND, PROVIDING AN EFFECTIVE DATE.

9. OTHER BUSINESS

a. RESOLUTION – Resource Recovery Board v. Broward County Settlement Agreement

- Motion, second and vote to read
- Attorney reads title
- Staff presentation (City Attorney)
- 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 SETTLEMENT OF THE LITIGATION STYLED CITY OF SUNRISE, ET. AL. VS. BROWARD COUNTY; AUTHORIZING THE CITY MANAGER TO EXECUTE A SETTLEMENT AGREEMENT WITH BROWARD COUNTY; AUTHORIZING THE CITY MANAGER TO EXECUTE A SETTLEMENT PROCEEDS DISTRIBUTION AGREEMENT WITH THE SETTLING MUNICIPALITIES; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

b. **RESOLUTION - Broward League of Cities Board of Directors Appointments**

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

A RESOLUTION OF THE NORTH LAUDERDALE CITY COMMISSION APPOINTING A DIRECTOR, AN ALTERNATE DIRECTOR AND A SECOND ALTERNATE TO THE BROWARD LEAGUE OF CITIES BOARD OF DIRECTORS; PROVIDING THAT A COPY OF THIS RESOLUTION BE SENT TO MARY LOU TIGHE, EXECUTIVE DIRECTOR OF THE BROWARD LEAGUE OF CITIES; AND PROVIDING AN EFFECTIVE DATE.

10. REPORTS

a. Discussion and Motion Regarding 2015 Evaluation and Appraisal Notification Letter (Tammy Reed-Holguin)

b. North Lauderdale Days 2015 (Mike Sargis)

11. COMMISSION COMMENTS

a. Discussion and possible motion to purchase a table for the ADRC 32nd Annual Dr. Nan S. Hutchison Broward Senior Hall of Fame Breakfast on Friday, May 8, 2014 at 9:00 a.m. at Woodlands Country Club (Mayor Brady)
12. CITY MANAGER COMMENTS

13. CITY ATTORNEY COMMENTS

14. ADJOURNMENT

CONVENE TO NORTH LAUDERDALE RECREATION FOUNDATION
The North Lauderdale City Commission met at the Municipal Complex on Tuesday, March 31, 2015. The meeting convened at 6:00 p.m.

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

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

   Mayor Jack Brady (By Teleconference)
   Vice Mayor Jerry Graziose
   Commissioner David G. Hilton
   Commissioner Rich Moyle
   Commissioner Lorenzo Wood
   City Manager Ambreen Bhatti (By Teleconference)
   Asst. City Manager Michael Sargis
   City Attorney Samuel S. Goren
   City Clerk Patricia Vancheri

3. **APPROVAL OF MINUTES**

   a. **March 10, 2015** – Commissioner Wood moved to approve the Minutes as submitted. Seconded by Commissioner Hilton. **Minutes approved unanimously by voice vote.**

4. **PRESENTATIONS**

   a. **Annual Audit Report** – Tony Grau, Partner of Grau & Associates, provided the 2014 Annual Audit Report with a PowerPoint presentation. Mr. Grau reported that the audit went well and that the financial statements are fairly stated; there were no deficiencies and no compliance issues. Mr. Grau indicated that with the audit, they do detailed testing of internal controls of all the key cycles, as well as a detailed risk analysis. A copy of the presentation and report is available in the City Clerk’s office.
5. PROCLAMATIONS – Clerk read Proclamations into the record.

   a. Honor Flight South Florida - Ryan Paton thanked Commissioner Wood for his assistance with this program and introduced WWII Coast Guard Veteran Joseph Feiner who served from 1942 to 1946. Mr. Feiner continues to serve by going to schools and teaching kids about World War II and what they fought for. Mr. Feiner addressed the Commission and audience and spoke of his own moving experience in going on the Honor Flight and said it was an honor to have been one of the guys chosen and is proud for the recognition. Commissioner Wood commented that the Parks and Recreation Director and the City will assist in getting the word out about the Honor Flight.

   b. Child Abuse Prevention Month – April – Clerk read Proclamation and advised that we will be receiving some safety and child development materials from “Prevent Child Abuse Florida” in collaboration with the Florida Department of Children and Families for distribution to the community.

6. PUBLIC DISCUSSION – No one spoke

7. QUASI-JUDICIAL ITEMS

   a. SUBJECT: SITE PLAN AMENDMENT SPR 13-03

      Attorney read the item:

      NAME OF APPLICANT: BELMONT AT NORTH LAUDERDALE
      PROJECT NAME: BELMONT TRAFFICWAY
      PROJECT LOCATION: 100 BELMONT LANE
      PROJECT DESCRIPTION: Amendment to approved Final Site plan (SPR 98-07) to add two traffic ways, an egress and ingress to the existing development in a Residential Multifamily (RM-16) zoning district.

      Those persons present to represent the applicant were duly sworn by Attorney Goren. Tammy Reed-Holguin, Community Development Director, presented a visual diagram of location of the proposed new entryway, an ingress and egress, to the Belmont at the west side of the property off 81st Avenue. The purpose of this request is to ease the traffic congestion from the main entrance off of West McNab Road. The newly built WalMart at 7900 McNab Road provided the funds for the additional traffic ways as part of an agreement prior to building the current WalMart. The two lane road will be gated and will serve the residents; visitors are required to use the main entrance off of West McNab Road. Mrs. Reed-Holguin state that the approval for this amendment began on October 2, 2013 with the Development Review Committee; was then reviewed by Broward County Traffic Engineering and the City’s traffic consultant until all issues were resolved to staff’s satisfaction and could move forward. The Planning and Zoning Board
met on March 3, 2015 who approved the amendment of the Site Plan subject to the seven (7) conditions listed in staff memorandum. Attorney Goren commented that for the record representatives of the applicant are present should they wish to comment. Mr. Ronald Elam, the general contractor of record for the Belmont addressed the Commission and agreed to the seven (7) conditions, as well as Brenda Jacobson representing the Homeowners Association. Public hearing opened. No one spoke. **Commissioner Moyle moved to approve the amendment to the SPR 13-03. Seconded by Commissioner Wood. No Commission discussion. All in favor by voice vote.**

**MOTION APPROVED UNANIMOUSLY**

8. **ORDINANCES SECOND READING**

   a. **Ordinance – Second Reading – Fiscal Year (FY) 2015 Budget Amendment**

Commissioner Hilton moved to read. Seconded by Commissioner Moyle.

Attorney read:

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF NORTH LAUDERDALE, FLORIDA, AMENDING ORDINANCE NO. 14-09-1299 BY WHICH THE CITY COMMISSION DID ADOPT THE BUDGET OF THE CITY OF NORTH LAUDERDALE FOR THE 2014/2015 FISCAL YEAR, TO REVISE THE BUDGET AS DOCUMENTED IN “EXHIBIT A” ATTACHED; PROVIDING FOR CONFLICTS, SEVERABILITY, AND, PROVIDING FOR AN EFFECTIVE DATE.

George Krawczyk, Assistant Public Works Director, presented the second reading of the Ordinance to amend the budget to incorporate some of the funds for two large expenditures. Those expenditures are for the Water Tank replacement and the continuation of the sewer lining program. Public hearing opened. No one spoke. Commissioner Moyle moved to approve. Seconded by Mayor Brady. All in favor by voice vote.

**ORDINANCE NO. 15-03-1309 PASSED AND APPROVED UNANIMOUSLY**

9. **CONSENT AGENDA**

No items were removed from consent. Commissioner Hilton moved to read. Seconded by Commissioner Moyle.

Attorney read:

   a. **RESOLUTION – Co-Sponsorship with Honor Flight South Florida**

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 EXRESSED 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.

RESOLUTION NO. 15-03-6154

b. RESOLUTION - Surplus of two Fire Rescue Department Air Compressors

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF NORTH LAUDERDALE, FLORIDA, DECLARING TWO (2) AIR COMPRESSORS AS SURPLUS AND ALLOWING STAFF TO DISPOSE OF THE SURPLUS ITEMS IN AN APPROPRIATE MANNER; AND PROVIDING AN EFFECTIVE DATE.

RESOLUTION NO. 15-03-6155

c. RESOLUTION - Surplus of the Two Fire Rescue Department Cots

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF NORTH LAUDERDALE, FLORIDA, DECLARING TWO (2) EMS STRYKER H SERIES COTS AS SURPLUS AND AUTHORIZING STAFF TO DISPOSE OF THE SURPLUS ITEMS IN AN APPROPRIATE MANNER; AND PROVIDING AN EFFECTIVE DATE.

RESOLUTION NO. 15-03-6156

d. RESOLUTION - Surplus of ten (10) Fire Rescue Department Motorola Voice Amplifiers

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF NORTH LAUDERDALE, FLORIDA DECLARING TEN (10) MOTOROLA VOICE AMPLIFIERS AS SURPLUS AND ALLOWING STAFF TO DISPOSE OF THE SURPLUS ITEMS IN AN APPROPRIATE MANNER; AND PROVIDING AN EFFECTIVE DATE.

RESOLUTION NO. 15-03-6157

e. RESOLUTION - FEMA Fire Prevention & Safety Grant Application

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 SUBMIT AN APPLICATION FOR A FEMA FIRE PREVENTION & SAFETY GRANT TO PROVIDE FUNDING FOR FIRE PREVENTION & SAFETY ACTIVITIES INCLUDING TRAINING 10 PERSONNEL TO BE CERTIFIED AS LEVEL 1 FIRE INVESTIGATORS; WITH THE UNDERSTANDING THAT FEMA WOULD PAY 95% OF THE PROJECT COST OR $30,376.25 WHILE THE REMAINING 5% OR 1,598.75 WOULD BE COVERED BY THE CITY; 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.

RESOLUTION NO. 15-03-6158

Commissioner Moyle moved to approve the consent agenda as read. Seconded by Commissioner Wood. No Commission discussion. All in favor by voice vote.

CONSENT AGENDA PASSED AND APPROVED UNANIMOUSLY

10. OTHER BUSINESS

a. RESOLUTION - Audit Agreement with Grau & Associates

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

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF NORTH LAUDERDALE, FLORIDA AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF NORTH LAUDERDALE AND GRAU & ASSOCIATES, FOR ANNUAL AUDITING SERVICES FOR A THREE YEAR PERIOD BEGINNING WITH THE FISCAL YEAR ENDING SEPTEMBER 30, 2015; FOR THE CITY’S ANNUAL AUDIT AT A COST NOT TO EXCEED $50,400, AND THE ANNUAL SINGLE AUDIT OF GRANTS FOR $3,000 PER YEAR, WITH THE OPTION OF TWO (2) ADDITIONAL ONE YEAR RENEWALS AT A FEE THAT IS MUTUALLY AGREABLE TO THE CITY AND GRAU & ASSOCIATES, PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Commissioner Moyle moved to approve. Seconded by Commissioner Hilton. No Commission discussion. All in favor by voice vote.

RESOLUTION NO. 15-03-6159 PASSED AND APPROVED UNANIMOUSLY
b. **RESOLUTION - Replacement of Water Storage Tank**

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

A Resolution of the City of North Lauderdale, Florida Accepting Bid #15-02-347 and authorizing the City Manager or her designee to enter into an agreement with Crom, LLC in an amount not to exceed $1,132,300.00, and set aside $100,000.00 in contingency fund for any unforeseen costs for the removal of the old steel water storage tank and construction of a new concrete storage tank; and providing an effective date.

Mike Shields, Public Works Director, presented the item based on the backup memorandum. He stated that after a five year inspection which was required, a number of deficiencies were found with the tank. It was put out to bid and the price came back in the $700,000 plus range. Mr. Shields said they compared the cost of repair to the cost of replacement and determined that it would be more beneficial to spend additional money to construct a new concrete tank. Commissioner Moyle moved to approve. Seconded by Commissioner Hilton. All in favor by voice vote.

**RESOLUTION NO. 15-03-6160 PASSED AND APPROVED UNANIMOUSLY**

c. **RESOLUTION - Teen Center Floor Replacement**

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

A Resolution of the City Commission of the City of North Lauderdale, Florida, authorizing the City Manager to enter into an agreement with Impact Sports Surface/Robbins Sport Floors/Florida in an amount not to exceed $33,100.00 for a new floor in the Teen Recreation Center; and providing an effective date.

Mike Sargis, Parks and Recreation Director, presented the item based on the backup memorandum and stated that back in February they discussed the issues with the Teen Center Floor. After numerous in-depth moisture tests by an engineering firm, it was determined that the floor was failing and the moisture barrier that was put down in the building nearly 30 years ago is non-existent anymore. Staff looked at flooring that would be able to withstand the high levels of moisture and a product was found that would greatly reduce the moisture levels. The company Ardex, is confident that their flooring product will work and are willing to give the City a 15 year warranty. Mr. Sargis said the money is available in the Parks and Recreation
Department’s capital budget. Commissioner Moyle moved to approve. Seconded by Mayor Brady. No Commission discussion. All in favor by voice vote.

RESOLUTION NO. 15-03-6161 PASSED AND APPROVED UNANIMOUSLY

11. REPORTS

City Clerk Vancheri informed the Commission that Deputy Clerk Johnson had given her resignation.

12. COMMISSION COMMENTS

Commissioner Wood commented that he attended the North Lauderdale Elementary School’s SAC program meeting a few weeks ago and visited with the Principal, Mrs. Williams, and the parents. Commissioner Wood said the Principal indicated a problem she was having and with the help of the Deputy Clerk, the problem was addressed, and he wanted to thank her for her assistance, along with the City Manager Bhatti, Asst. City Manager Sargis, Asst. Public Works Director Krawczyk and Lt. Faer from BSO, as they were able to help Principal Williams with an issue relating to parents heeding to traffic issues. He mentioned that the school is now a K-7 and next year will be a K-8 and they do not have a School Resource Officer, so he asked that BSO make a point to stop and check with the Principal during their patrol to see is there is any support needed.

13. CITY MANAGER COMMENTS

Mike Sargis, Assistant City Manager, commented that the Human Resource Department has been working with the City Attorney’s office to do a comprehensive review of Chapter 46 of the City Code which deals with personnel. The purpose of the review is to insure that all policies are in compliance with all current labor and employment laws. This review should be completed in the next few months.

Mr. Sargis also commented that the City is a finalist for an All-American Cities Award based on the application which was submitted by the City. We are one of 14 finalist cities; the other two Florida cities are Tallahassee and Orlando. These awards basically deal with youth programs such as Fire Explorers, Juvenile Justice Program through BSO, and the City’s Teen Club. Mr. Sargis said they are studying the viability of going to Denver as a finalist city.

Upcoming events: Saturday, April 4 – Eggstravaganza at 10:00 am
Saturday, April 11 – 5K Surf & Sun Run at Hampton Pines Park
Saturday, April 11 – BSO Operation Medicine Cabinet and Shred-A-Thon
14. CITY ATTORNEY COMMENTS

Attorney Goren commented that the Mayor and City Manager were in Tallahassee for House Bill 919, along with Amendments No. 1 and No. 2, which were pending before the Sub-Committee this afternoon. Mayor Brady reported that the Sub-Committee voted 19-1 for the bill and the committee was very receptive. City Manager Bhatti reported that they are continuing to work on one of the amendments and they have more hurdles to cross with four more committees. Attorney Goren also commented that the companion Bill 780 is still pending.

15. ADJOURNMENT – There being no further business, the meeting adjourned at 6:50 p.m. and convened to the Water Control District Meeting.

Respectfully submitted,

Patricia Vancheri, City Clerk
MINUTES

Tuesday, March 10, 2015

The North Lauderdale Recreation Foundation met at the Municipal Complex on Tuesday, March 10, 2015. The meeting convened at 7:47 p.m.

1. ROLL CALL – Clerk called roll. All present.
   - President Jack Brady
   - Treasurer David Hilton
   - Secretary Lorenzo Wood
   - Director Rich Moyle
   - Director Jerry Graziose
   - Executive Director Michael Sargis
   - Foundation Attorney Samuel S. Goren
   - Foundation Clerk Patricia Vancheri

2. APPROVAL OF MINUTES
   a. January 13, 2015 – Secretary Wood moved to approve the minutes as submitted. Seconded by Treasurer Hilton. Minutes approved unanimously by voice vote.

3. OLD BUSINESS
   a. Budget Report – Michael Sargis, Executive Director, presented a budget report based on the attached Profit & Loss and Balance Sheet statements as of March 6, 2015. The Foundation has $108,905.77 in the bank and $75,000 of that is committed for the purchase of a new bus, which will leave almost $35,000 on the plus side, showing the Foundation to be in good standing.

4. NEW BUSINESS
   a. Sponsorship Report – Mr. Sargis commented that they are continuing to seek sponsors, but this year has been slower than in past years. They will do another push for sponsors as we get into spring.

   b. Swimming Program – Mr. Sargis commented that last year the Foundation donated money for high school students that wanted a job as a lifeguard and the Foundation paid for training. This year there are about 15-18 students interested in the lifeguard training. One student is from North Lauderdale and Mr. Sargis would like the Foundation to pay for the training of North Lauderdale residents to become lifeguards if they attend a Broward County high school. Mr. Sargis also commented that last year they offered 50% discounts in the months of June, July and August for swim lessons. They were able to give discounts on 306 people who had never had swim lessons. Mr. Sargis indicated that he would like the Board’s approval on an amount not to exceed $6,500 for both of these programs. The consensus of the Board was approval of both programs.

5. BOARD COMMENTS – No further comments.

6. ADJOURNMENT – The meeting adjourned at 7:54 p.m.

Respectfully submitted,

Patricia Vancheri, Foundation Clerk

Board of Directors
Michael Sargis, Executive Director  Jack Brady, President  Lorenzo Wood, Secretary  David Hilton, Treasurer
Board Members Rich Moyle and Jerry Graziose, Samuel S. Goren, Board Attorney
North Lauderdale Recreation Foundation is a 501 3C Registered Not for Profit Corporation
MEETING AGENDA

Tuesday, April 14th, 2015
Immediately following Commission Meeting

1. ROLL CALL

President Jack Brady
Treasurer David Hilton
Secretary Lorenzo Wood
Director Rich Moyle
Director Jerry Graziose
Executive Director Michael Sargis
Foundation Attorney Samuel S. Goren
Foundation Clerk Patricia Vancheri

2. APPROVAL OF MINUTES

a. March 10, 2015

3. OLD BUSINESS

a. Budget Report – Michael Sargis, Executive Director

4. NEW BUSINESS

a. 2014 Audit Report

b. Authorization to pay $500 for Audit for 2014 Audit

c. Authorization to enter into agreement with Grau and Associates for Audit

5. BOARD COMMENTS

6. ADJOURNMENT
PROCLAMATION

NATIONAL LIBRARY WEEK
APRIL 12-18, 2015

WHEREAS, libraries strive to meet the changing needs of their communities, including providing resources for all ages and backgrounds and bringing services outside the library walls, and

WHEREAS, libraries offer a broad range of print and electronic materials, expert assistance in research, reader’s advisory, e-government, and children’s services as well as programs vital to jobs, health education and other needs, and

WHEREAS, the library helps individuals in our community make informed decisions by promoting unrestricted access to information and serving as a center for life-long learning; and

WHEREAS, libraries bring together community members to enrich and shape the community, and

WHEREAS, libraries continue to grow and evolve in order to provide for the needs of every member of their communities,

WHEREAS, libraries, librarians, library staff, the Friends of the North Lauderdale Saraniero Branch Library, and supporters across America are celebrating National Library Week.

NOW, THEREFORE, We, the City Commission of the City of North Lauderdale, Florida hereby proclaim April 12-18, 2015 as

NATIONAL LIBRARY WEEK

in the city of North Lauderdale and encourage all residents to visit their local library to take advantage of their resources and services and recognize all they do to make our community a place of excellence.

Dated this 14th day of April, 2015

_____________________________________
MAYOR JACK BRADY
TO: Honorable Mayor and City Commission

FROM: Ambreen Bhatti, City Manager

BY: René D. González, Finance Director

DATE: April 14, 2015

SUBJECT: 2015 Amendment to Interlocal Agreement between Broward County and CITY OF NORTH LAUDERDALE providing for Division and Distribution of the Proceeds from the Broward County Additional Local Option Gas Tax on Motor Fuel Ordinance – (Three-Cent)

The City receives its allocation of “additional” local option gas taxes through an interlocal agreement with Broward County. The County revises this tax revenue allocation annually to reflect changes in the population of Broward County municipalities.

The County’s revised gas tax allocation to municipalities, including that of the City’s, is reflected in the attached 2015 Amendment to Interlocal Agreement. The “additional” (three-cent) local option gas tax adopted in 1993 (amended in 2008) provided for Cities to receive a total of 51.27% of three cents of gas tax. The proceeds may be used for transportation expenditures needed to meet the requirements of the capital improvement elements of the City's comprehensive plan.

The City’s collection of local option gas taxes will be an allocation of 1.227071% based on the City’s population of 42,829, as stated in the most current edition of “Florida Estimates of Population,” published by the Bureau of Economics and Business Research, Population Division, University of Florida. FY 2014 revenue was $267,807, and the Administration anticipates approximately the same amount this year.

RECOMMENDATION:

The City Administration recommends Commission’s consideration and approval of the attached Resolution authorizing the City Manager to execute 2015 (three cent) Amendment to Interlocal Agreement between the City and the County and providing for division and distribution of the proceeds from the Broward County Additional Local Option Gas Tax on Motor Fuel Ordinance.
RESOLUTION NO. _____________

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF NORTH LAUDERDALE, FLORIDA, ACCEPTING AND OTHERWISE AUTHORIZING THE CITY MANAGER OF THE CITY OF NORTH LAUDERDALE, FLORIDA, ON BEHALF OF SAID CITY, TO EXECUTE AND OTHERWISE ENTER INTO THE ATTACHED YEAR 2015 (THREE CENT) AMENDMENT TO INTERLOCAL AGREEMENT BETWEEN NORTH LAUDERDALE AND BROWARD COUNTY PROVIDING FOR THE DIVISION AND DISTRIBUTION OF THE PROCEEDS FROM THE BROWARD COUNTY ADDITIONAL LOCAL OPTION GAS TAX ON MOTOR FUEL ORDINANCE; AUTHORIZING THE CITY MANAGER TO DO ALL THINGS NECESSARY TO CARRY OUT THE AIMS OF THIS RESOLUTION; AND, PROVIDING AN EFFECTIVE DATE.

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

Section 1: That the City Commission of the CITY OF NORTH LAUDERDALE, Florida, accepts and authorizes the City Manager of the CITY OF NORTH LAUDERDALE, Florida, on behalf of said City to execute and otherwise enter into the attached Year 2015 (three cent) Amendment to Interlocal Agreement between North Lauderdale and Broward County providing for the division and distribution of proceeds from the Broward County Additional Local Option Gas Tax on Motor Fuel Ordinance.

Section 2: That the City Manager of the CITY OF NORTH LAUDERDALE, Florida is hereby authorized to do all things necessary and expedient in order to effectuate the execution of the agreement described in Section 1 above, and to carry out the aims of this Resolution and said Agreement.

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 14th day of April, 2015.

APPROVED AS TO FORM:

___________________________________
CITY ATTORNEY SAMUEL S. GOREN

____________________________
MAYOR JACK BRADY

____________________________
VICE MAYOR JERRY GRAZIOSE

ATTEST:

__________________________________
CITY CLERK PATRICIA VANCHERI
2015 AMENDMENT TO INTERLOCAL AGREEMENT PROVIDING FOR DIVISION AND DISTRIBUTION OF THE PROCEEDS FROM THE BROWARD COUNTY ADDITIONAL LOCAL OPTION GAS TAX ON MOTOR FUEL ORDINANCE

This 2015 Amendment to Interlocal Agreement is entered into by and between Broward County, a political subdivision of the State of Florida (the "County") and the municipalities executing a signature page bearing the above legend, each of which is a municipal corporation existing under the laws of the State of Florida (the "Municipalities").

NOW, THEREFORE, for good and valuable consideration, and pursuant to the authorization of paragraph (1) (b) 2 of Section 336.025, Florida Statutes, the County and Municipalities agree as follows:

1. Paragraph 2 of the Interlocal Agreement, as previously amended, is hereby amended to read:

2. Forty-eight and Seventy-three One-hundredths percent (48.73%) of the total proceeds from the Broward County Additional Local Option Gas Tax on Motor Fuel Ordinance shall be distributed to the County and the remaining Fifty-one and Twenty-seven One-hundredths percent (51.27%) of the total proceeds shall be divided among and distributed to the eligible municipalities within the County as follows:

<table>
<thead>
<tr>
<th>Recipient</th>
<th>FY16 Percent Share of Proceeds</th>
</tr>
</thead>
<tbody>
<tr>
<td>Coconut Creek</td>
<td>1.584915%</td>
</tr>
<tr>
<td>Cooper City</td>
<td>0.945351%</td>
</tr>
<tr>
<td>Coral Springs</td>
<td>3.541713%</td>
</tr>
<tr>
<td>Dania</td>
<td>0.869570%</td>
</tr>
<tr>
<td>Davie</td>
<td>2.736262%</td>
</tr>
<tr>
<td>Deerfield Beach</td>
<td>2.181790%</td>
</tr>
<tr>
<td>Fort Lauderdale</td>
<td>4.914815%</td>
</tr>
<tr>
<td>Hallandale</td>
<td>1.096539%</td>
</tr>
<tr>
<td>Hillsboro Beach</td>
<td>0.053433%</td>
</tr>
<tr>
<td>Hollywood</td>
<td>4.134548%</td>
</tr>
<tr>
<td>Lauderdale-by-the-Sea</td>
<td>0.173908%</td>
</tr>
<tr>
<td>Lauderdale Lakes</td>
<td>0.968472%</td>
</tr>
<tr>
<td>Lauderdale</td>
<td>1.964218%</td>
</tr>
<tr>
<td>Lazy Lake</td>
<td>0.000713%</td>
</tr>
<tr>
<td>Lighthouse Point</td>
<td>0.297220%</td>
</tr>
<tr>
<td>Margate</td>
<td>1.587723%</td>
</tr>
<tr>
<td>Miramar</td>
<td>3.679636%</td>
</tr>
<tr>
<td>North Lauderdale</td>
<td>1.227071%</td>
</tr>
<tr>
<td>Oakland Park</td>
<td>1.228904%</td>
</tr>
<tr>
<td>Parkland</td>
<td>0.752734%</td>
</tr>
<tr>
<td>Pembroke Park</td>
<td>0.176888%</td>
</tr>
</tbody>
</table>
2. Paragraph 3 of the Interlocal Agreement, as previously amended, is hereby amended to read:

3. The population figures set out herein are based on the figures contained in the document referred to as the "Florida Estimates of Population," published on an annual basis by the Bureau of Economics and Business Research, Population Division, University of Florida. The population figures to be utilized in the formula described in Paragraph 2 of this Interlocal Agreement, for the division and distribution of the proceeds from the Broward County Additional Local Option Gas Tax on Motor Fuel Ordinance, shall be adjusted annually based on the then-current "Florida Estimates of Population."

For the purpose of this Agreement, the following population figures are hereby agreed upon by the parties hereto:

<table>
<thead>
<tr>
<th>Recipient</th>
<th>FY16 Population</th>
</tr>
</thead>
<tbody>
<tr>
<td>Coconut Creek</td>
<td>55,319</td>
</tr>
<tr>
<td>Cooper City</td>
<td>32,996</td>
</tr>
<tr>
<td>Coral Springs</td>
<td>123,618</td>
</tr>
<tr>
<td>Dania</td>
<td>30,351</td>
</tr>
<tr>
<td>Davie</td>
<td>95,505</td>
</tr>
<tr>
<td>Deerfield Beach</td>
<td>76,152</td>
</tr>
<tr>
<td>Fort Lauderdale</td>
<td>171,544</td>
</tr>
<tr>
<td>Hallandale</td>
<td>38,273</td>
</tr>
<tr>
<td>Hillsboro Beach</td>
<td>1,865</td>
</tr>
<tr>
<td>Hollywood</td>
<td>144,310</td>
</tr>
<tr>
<td>Lauderdale-by-the-Sea</td>
<td>6,070</td>
</tr>
<tr>
<td>Lauderdale Lakes</td>
<td>33,803</td>
</tr>
<tr>
<td>Lauderhill</td>
<td>68,558</td>
</tr>
<tr>
<td>Lazy Lake</td>
<td>25</td>
</tr>
<tr>
<td>Lighthouse Point</td>
<td>10,374</td>
</tr>
<tr>
<td>Margate</td>
<td>55,417</td>
</tr>
<tr>
<td>Total Incorporated</td>
<td>51.270000%</td>
</tr>
</tbody>
</table>
3. This 2015 Amendment to Interlocal Agreement shall be effective as of the date it is executed by the County after having previously been executed by eligible municipalities cumulatively representing a majority of the incorporated area population of the County.

4. In the event any provision within this 2015 Amendment to Interlocal Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless the County or any executing Municipality necessary to maintain the cumulative majority referenced in the preceding paragraph elects to terminate this Agreement. The election to terminate pursuant to this provision must be made within seven (7) days after such court ruling; provided, however, that if a timely notice appealing the court ruling is filed, the election shall be held in abeyance until the appeal is determined or dismissed.

5. Except to the extent amended, the Interlocal Agreement shall remain in full force and effect. In the event of any conflict between the terms of this 2015 Amendment and the Interlocal Agreement, as previously amended, the parties agree that this 2015 Amendment shall control.

6. This 2015 Amendment to Interlocal Agreement may be executed in several counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute one and the same instrument.

[THE REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]
IN WITNESS WHEREOF, the parties have made and executed this 2015 Amendment to the Interlocal Agreement on the respective dates under each signature: 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 __________, 2015, and each MUNICIPALITY, signing by and through its ______________, duly authorized to execute same.

COUNTY

ATTEST: BROWARD COUNTY, by and through its Board of County Commissioners

Broward County Administrator, as By____________________________ Mayor
Ex-Officio Clerk of the Broward County ___ day of ________________, 2015
Board of County Commissioners

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
Telecopier: (954) 357-7641

By____________________________
Andrew J. Meyers
Chief Deputy County Attorney

Date: ____________________________
2015 AMENDMENT TO INTERLOCAL AGREEMENT PROVIDING FOR DIVISION AND DISTRIBUTION OF THE PROCEEDS FROM THE BROWARD COUNTY ADDITIONAL LOCAL OPTION GAS TAX ON MOTOR FUEL ORDINANCE

MUNICIPALITY

WITNESSES: CITY OF NORTH LAUDERDALE

__________________________________________
By _____________________________
Jack Brady, Mayor

____ day of ________________, 2015.

ATTEST:

By ______________________
Patricia Vancheri, City Clerk
Ambreen Bhatty, City Manager

____ day of ________________, 2015

(CORPORATE SEAL)

APPROVED AS TO FORM:

By _____________________________
Samuel S. Goren, City Attorney
The City receives its allocation of Motor Fuel Tax Credit through an Interlocal agreement with Broward County. The amount that the City receives is based on sales of motor fuel as determined by a distribution formula. The County revises this tax revenue allocation annually to reflect changes in the population of Broward County municipalities.

The County’s revised Motor Tax Credit allocation to municipalities, including that of North Lauderdale, is reflected in the attached 2015 Amendment to Interlocal Agreement. The “transit gas tax” adopted in 2000 provides for the Cities to receive a total of 26% of the proceeds of the “fifth cent” of gas tax.

The City’s collection of the local option gas tax on Motor Fuel for Transit will be an allocation of 0.622271% based on the City’s population of 42,829 as stated in the most current edition of “Florida Estimates of Population,” published by the Bureau of Economics and Business Research, Population Division, University of Florida. FY 2014 was $45,270 and the administration anticipates approximately the same amount of revenue for this year.

RECOMMENDATION:

The City Administration recommends Commission’s consideration and approval of the attached Resolution authorizing the City Manager to execute 2015 (fifth cent) Amendment to Interlocal Agreement between the City and the County and providing for division and distribution of the proceeds from the Broward County Fifth Cent Additional Local Option Gas Tax On Motor Fuel for Transit.
RESOLUTION NO. ______________

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF NORTH LAUDERDALE, FLORIDA, ACCEPTING AND OTHERWISE AUTHORIZING THE CITY MANAGER OF THE CITY OF NORTH LAUDERDALE, FLORIDA, ON BEHALF OF SAID CITY, TO EXECUTE AND OTHERWISE ENTER INTO THE ATTACHED YEAR 2015 (FIFTH CENT) AMENDMENT TO INTERLOCAL AGREEMENT BETWEEN NORTH LAUDERDALE AND BROWARD COUNTY PROVIDING FOR THE DIVISION AND DISTRIBUTION OF THE PROCEEDS FROM THE BROWARD COUNTY FIFTH CENT ADDITIONAL LOCAL OPTION GAS TAX ON MOTOR FUEL FOR TRANSIT; AUTHORIZING THE CITY MANAGER TO DO ALL THINGS NECESSARY TO CARRY OUT THE AIMS OF THIS RESOLUTION; AND, PROVIDING AN EFFECTIVE DATE.

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

Section 1: That the City Commission of the City of North Lauderdale, Florida, accepts and authorizes the City Manager of the City of North Lauderdale, Florida, on behalf of said City to execute and otherwise enter into the attached Year 2015 (fifth cent) Amendment to Interlocal Agreement between North Lauderdale and Broward County providing for the division and distribution of proceeds from the Broward County Fifth Cent Additional Local Option Gas Tax on Motor Fuel for Transit.

Section 2: That the City Manager of the City of North Lauderdale, Florida is hereby authorized to do all things necessary and expedient in order to effectuate the execution of the agreement described in Section 1 above, and to carry out the aims of this Resolution and said Agreement.

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 14th day of April, 2015.

APPROVED AS TO FORM:

___________________________________
CITY ATTORNEY SAMUEL S. GOREN

___________________________________
MAYOR JACK BRADY

___________________________________
VICE MAYOR JERRY GRAZIOSE

ATTEST:

___________________________________
CITY CLERK PATRICIA VANCHERI
This 2015 Amendment to Interlocal Agreement is entered into by and between Broward County, a political subdivision of the State of Florida (the “County”) and the municipalities executing a signature page bearing the above legend, each of which is a municipal corporation existing under the laws of the State of Florida (the “Municipalities”).

WHEREAS, Section 336.025(1)(b), Florida Statutes, authorizes the counties to extend the levy of the additional local option gas tax upon every gallon of motor fuel sold in Broward County for a period not to exceed thirty (30) years on a majority vote of the governing body of the COUNTY; and

WHEREAS, on June 13, 2000, the Board of County Commissioners enacted Ordinance No. 2000-25, effective January 1, 2001, through December 31, 2031, pursuant to Section 336.025(1)(b), Florida Statutes, extending the levy of the fifth-cent local option gas tax for thirty years and providing for a method of distribution of the proceeds of the tax; and

WHEREAS, pursuant to said Ordinance, the method for distribution of the proceeds is the execution of an Interlocal Agreement with one or more of the municipalities representing a majority of the population of the incorporated area within the County which establishes the distribution formulas for dividing the proceeds of the tax among the County and all eligible municipalities within the County; and

WHEREAS, paragraph 4 of the Interlocal Agreement requires annual adjustment of the population of the individual municipalities and unincorporated Broward County in accordance with the population figures set forth in the most current edition of "Florida Estimates of Population," published by the Bureau of Economics and Business Research, Population Division, University of Florida;

NOW, THEREFORE, for good and valuable consideration, and pursuant to the authorization of paragraph (1) (b) of Section 336.025, Florida Statutes, the County and Municipalities agree as follows:

1. Paragraph 2 of the Interlocal Agreement, as previously amended, including section 2.1.2, is hereby amended to read as follows:

2.1 Seventy-four percent (74%) of said proceeds shall be distributed to the County, from which amount the County will retain forty-eight percent (48%) of the total proceeds and will distribute twenty-six percent (26%) of the total proceeds to the municipalities through grant agreements for Community Shuttle Services. The remaining twenty-six percent (26%) shall be distributed to the eligible municipalities in the following manner:
<table>
<thead>
<tr>
<th>Recipient</th>
<th>FY16 Population</th>
<th>FY16 Percent Share of Proceeds</th>
</tr>
</thead>
<tbody>
<tr>
<td>Coconut Creek</td>
<td>55,319</td>
<td>0.803741%</td>
</tr>
<tr>
<td>Cooper City</td>
<td>32,996</td>
<td>0.479405%</td>
</tr>
<tr>
<td>Coral Springs</td>
<td>123,618</td>
<td>1.796070%</td>
</tr>
<tr>
<td>Dania</td>
<td>30,351</td>
<td>0.440976%</td>
</tr>
<tr>
<td>Davie</td>
<td>95,505</td>
<td>1.387611%</td>
</tr>
<tr>
<td>Deerfield Beach</td>
<td>76,152</td>
<td>1.106427%</td>
</tr>
<tr>
<td>Fort Lauderdale</td>
<td>171,544</td>
<td>2.492397%</td>
</tr>
<tr>
<td>Hallandale</td>
<td>38,273</td>
<td>0.556076%</td>
</tr>
<tr>
<td>Hillsboro Beach</td>
<td>1,865</td>
<td>0.027097%</td>
</tr>
<tr>
<td>Hollywood</td>
<td>144,310</td>
<td>2.096709%</td>
</tr>
<tr>
<td>Lauderdale-by-the-Sea</td>
<td>6,070</td>
<td>0.088192%</td>
</tr>
<tr>
<td>Lauderdale Lakes</td>
<td>33,803</td>
<td>0.491130%</td>
</tr>
<tr>
<td>Lauderhill</td>
<td>68,558</td>
<td>0.996093%</td>
</tr>
<tr>
<td>Lazy Lake</td>
<td>25</td>
<td>0.000362%</td>
</tr>
<tr>
<td>Lighthouse Point</td>
<td>10,374</td>
<td>0.150726%</td>
</tr>
<tr>
<td>Margate</td>
<td>55,417</td>
<td>0.805165%</td>
</tr>
<tr>
<td>Miramar</td>
<td>128,432</td>
<td>1.86014%</td>
</tr>
<tr>
<td>North Lauderdale</td>
<td>42,829</td>
<td>0.622271%</td>
</tr>
<tr>
<td>Oakland Park</td>
<td>42,893</td>
<td>0.632021%</td>
</tr>
<tr>
<td>Parkland</td>
<td>26,273</td>
<td>0.381726%</td>
</tr>
<tr>
<td>Pembroke Park</td>
<td>6,174</td>
<td>0.089703%</td>
</tr>
<tr>
<td>Pembroke Pines</td>
<td>157,905</td>
<td>2.294233%</td>
</tr>
<tr>
<td>Plantation</td>
<td>86,782</td>
<td>1.260873%</td>
</tr>
<tr>
<td>Pompano Beach</td>
<td>104,662</td>
<td>1.520655%</td>
</tr>
<tr>
<td>Sea Ranch Lakes</td>
<td>668</td>
<td>0.009706%</td>
</tr>
<tr>
<td>Southwest Ranches</td>
<td>7,339</td>
<td>0.106630%</td>
</tr>
<tr>
<td>Sunrise</td>
<td>88,033</td>
<td>1.279049%</td>
</tr>
<tr>
<td>Tamarac</td>
<td>61,270</td>
<td>0.890204%</td>
</tr>
<tr>
<td>Weston</td>
<td>65,672</td>
<td>0.954161%</td>
</tr>
<tr>
<td>West Park</td>
<td>14,317</td>
<td>0.208015%</td>
</tr>
<tr>
<td>Wilton Manors</td>
<td>12,071</td>
<td>0.175382%</td>
</tr>
</tbody>
</table>

| Total Incorporated     | 1,789,500      | 26.000000%                     |
| Unincorporated Area    | 14,403         |                                |
| Total County           | 1,803,903      |                                |
The population figures set forth above are based on the figures contained in the document referred to as the “Florida Estimates of Population,” published on an annual basis by the Bureau of Economic and Business Research, Population Division, of the University of Florida. The population figures to be utilized in the formula described in this section, for the distribution of the Fifth Cent, shall be adjusted annually based on the current Florida Estimates of Population.

2.1.2 The other Twenty-six percent (26%) shall be distributed by the County to the Municipalities by grant agreement for Community Shuttle Services.

2. This 2015 Amendment to Interlocal Agreement shall be effective as of the date it is executed by the County after having previously been executed by eligible municipalities cumulatively representing a majority of the incorporated area population of the County.

3. In the event any provision within this 2015 Amendment to Interlocal Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless the County or any executing Municipality necessary to maintain the cumulative majority referenced in the preceding paragraph elects to terminate this Agreement. The election to terminate pursuant to this provision must be made within seven (7) days after such court ruling; provided, however, that if a timely notice appealing the court ruling is filed, the election shall be held in abeyance until the appeal is determined or dismissed.

4. Except to the extent amended, the Interlocal Agreement shall remain in full force and effect. In the event of any conflict between the terms of this 2015 Amendment and the Interlocal Agreement, as previously amended, the parties hereby agree that this document shall control.

5. This 2015 Amendment to Interlocal Agreement may be executed in several counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute one and the same instrument.

[THE REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]
IN WITNESS WHEREOF, the parties have made and executed this 2015 Amendment to the Interlocal Agreement on the respective dates under each signature: 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 ________________, 2015, and each MUNICIPALITY, signing by and through its ________________, duly authorized to execute same.

COUNTY

ATTEST:

BROWARD COUNTY, by and through its Board of County Commissioners

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

By ____________________________ Mayor

___ day of ________________, 2015

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
Telecopier: (954) 357-7641

By ____________________________
Andrew J. Meyers
Chief Deputy County Attorney

Date: ___________________________
2015 AMENDMENT TO INTERLOCAL AGREEMENT PROVIDING FOR DIVISION AND DISTRIBUTION OF THE PROCEEDS FROM THE BROWARD COUNTY FIFTH CENT ADDITIONAL LOCAL OPTION GAS TAX ON MOTOR FUEL FOR TRANSIT

MUNICIPALITY

WITNESSES: CITY OF NORTH LAUDERDALE

______________________________________________

By _____________________________

Jack Brady, Mayor

____ day of ________________, 2015.

ATTEST:

Patricia Vancheri, City Clerk

By _____________________________

Ambreen Bhat, City Manager

____ day of ________________, 2015

(CORPORATE SEAL)

APPROVED AS TO FORM:

By _____________________________

Samuel S. Goren, City Attorney
TO: Honorable Mayor and City Commission

FROM: Ambreen Bhatti, City Manager

BY: René D. González, Finance Director

DATE: April 14, 2015

SUBJECT: 2015 Amendment to Interlocal Agreement between Broward County and City of North Lauderdale providing for Division and Distribution of the proceeds of the Local Option Gas Tax Imposed by the Broward County Local Option Gas Tax Ordinance – (Six-Cent)

The City receives its allocation of local option gas taxes through an interlocal agreement with Broward County. The proceeds must be used for transportation expenditures. The County revises this tax revenue allocation to annually to reflect changes in the population of Broward municipalities.

The County’s revised gas tax allocation to municipalities, including that of the City’s, is reflected in the 2015 Amendment to Interlocal Agreement attached. The amendment covers allocation of the County’s original (six-cent) local option gas tax that provides for all Cities in Broward County to receive a total of 37.5% of the proceeds of six cents of gas tax. The City utilizes this revenue source for the maintenance and general improvements of the City’s roadways.

The City’s collection of local option gas taxes will be an allocation of 0.897506% based on the City’s population of 42,829, as stated in the most current edition of “Florida Estimates of Population,” published by the Bureau of Economics and Business Research, Population Division, University of Florida. FY 2014 revenue was $424,214 and the Administration anticipates approximately the same amount of revenue this year.

RECOMMENDATION:

The City Administration recommends Commission’s consideration and approval of the attached resolution authorizing the City Manager to execute 2015 (six cent) Amendment to Interlocal Agreement between the City and the County and providing for division and distribution of the proceeds of the Local Option Gas Tax Imposed by the Broward County Local Option Gas Tax Ordinance.
RESOLUTION NO. ______________

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF NORTH LAUDERDALE, FLORIDA, ACCEPTING AND OTHERWISE AUTHORIZING THE CITY MANAGER OF THE CITY OF NORTH LAUDERDALE, FLORIDA, ON BEHALF OF SAID CITY, TO EXECUTE AND OTHERWISE ENTER INTO THE ATTACHED YEAR 2015 (SIX CENT) AMENDMENT TO INTERLOCAL AGREEMENT BETWEEN NORTH LAUDERDALE AND BROWARD COUNTY PROVIDING FOR THE DIVISION AND DISTRIBUTION OF THE PROCEEDS OF THE LOCAL OPTION GAS TAX IMPOSED BY THE BROWARD COUNTY LOCAL OPTION GAS TAX ORDINANCE; AUTHORIZING THE CITY MANAGER TO DO ALL THINGS NECESSARY TO CARRY OUT THE AIMS OF THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.

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

Section 1: That the City Commission of the City of North Lauderdale, Florida, accepts and authorizes the City Manager of the City of North Lauderdale, Florida, on behalf of said City to execute and otherwise enter into the attached Year 2015 (six cent) Amendment to Interlocal Agreement between North Lauderdale and Broward County providing for the division and distribution of proceeds of the Local Option Gas Tax imposed by the Broward County Local Option Gas Tax Ordinance.

Section 2: That the City Manager of the City of North Lauderdale, Florida is hereby authorized to do all things necessary and expedient in order to effectuate the execution of the agreement described in Section 1 above, and to carry out the aims of this Resolution and said Agreement.

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 14th day of April, 2015.

APPROVED AS TO FORM:

_________________________________
CITY ATTORNEY SAMUEL S. GOREN

_________________________________
MAYOR JACK BRADY

_________________________________
VICE MAYOR JERRY GRAZIOSE

ATTEST:

_________________________________
CITY CLERK PATRICIA VANCHERI
2015 AMENDMENT TO INTERLOCAL AGREEMENT PROVIDING FOR DIVISION AND DISTRIBUTION OF THE PROCEEDS OF THE LOCAL OPTION GAS TAX IMPOSED BY THE BROWARD COUNTY LOCAL OPTION GAS TAX ORDINANCE

This 2015 Amendment to Interlocal Agreement is entered into by and between Broward County, a political subdivision of the State of Florida (the “County”) and the municipalities executing a signature page bearing the above legend, each of which is a municipal corporation existing under the laws of the State of Florida (the “Municipalities”).

WHEREAS, Section 336.025(1)(a), Florida Statutes, authorizes the County to extend the levy of the six (6) cents local option gas tax upon every gallon of motor fuel and special fuel sold in Broward County for a period not to exceed thirty (30) years on a majority vote of the governing body of the County; and

WHEREAS, on June 14, 1988, the Board of County Commissioners enacted Ordinance No. 88-27, effective September 1, 1988, through August 31, 2018, pursuant to Section 336.025(1)(a), Florida Statutes, extending the levy of the six cent local option gas tax for thirty years and providing for a method of distribution of the proceeds of the tax; and

WHEREAS, pursuant to the ordinance, the method for distribution of the proceeds is the execution of an interlocal agreement with one or more of the municipalities representing a majority of the population of the incorporated area within the county which establishes the distribution formulas for dividing the proceeds of the tax among the County and all eligible municipalities within the County, as set forth in Section 336.025(3)(a) 1, Florida Statutes; and

WHEREAS, paragraph 4 of the Interlocal Agreement, as amended by the Addendum to the Interlocal Agreement and the prior amendments, requires annual adjustment of the population of the individual municipalities and unincorporated Broward County in accordance with the population figures set forth in the most current edition of "Florida Estimates of Population," published by the Bureau of Economics and Business Research, Population Division, University of Florida;

NOW, THEREFORE, for good and valuable consideration, the County and Municipalities agree as follows:

1. Paragraph 2 of the Interlocal Agreement, as previously amended by the Addendum thereto and the prior amendments, is amended to read as follows:

2. Sixty-two and Five tenths percent (62.5%) of said Local Option Gas Tax proceeds shall be distributed to the County, and the remaining Thirty-seven and Five tenths percent (37.5%) shall be divided among and distributed to the eligible municipalities within the COUNTY as follows:
Population of Individual Municipality \[ \times 37.5\% = \]

<table>
<thead>
<tr>
<th>Recipient</th>
<th>FY16 Percent Share of Proceeds</th>
</tr>
</thead>
<tbody>
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<td>Deerfield Beach</td>
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<td>Fort Lauderdale</td>
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<td>0.802033%</td>
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<tr>
<td>Hillsboro Beach</td>
<td>0.039082%</td>
</tr>
<tr>
<td>Hollywood</td>
<td>3.024099%</td>
</tr>
<tr>
<td>Lauderdale-by-the-Sea</td>
<td>0.127200%</td>
</tr>
<tr>
<td>Lauderdale Lakes</td>
<td>0.708361%</td>
</tr>
<tr>
<td>Lauderhill</td>
<td>1.436672%</td>
</tr>
<tr>
<td>Lazy Lake</td>
<td>0.000526%</td>
</tr>
<tr>
<td>Lighthouse Point</td>
<td>0.217393%</td>
</tr>
<tr>
<td>Margate</td>
<td>1.161295%</td>
</tr>
<tr>
<td>Miramar</td>
<td>2.691366%</td>
</tr>
<tr>
<td>North Lauderdale</td>
<td>0.897506%</td>
</tr>
<tr>
<td>Oakland Park</td>
<td>0.898847%</td>
</tr>
<tr>
<td>Parkland</td>
<td>0.550566%</td>
</tr>
<tr>
<td>Pembroke Park</td>
<td>0.129380%</td>
</tr>
<tr>
<td>Pembroke Pines</td>
<td>3.308990%</td>
</tr>
<tr>
<td>Plantation</td>
<td>1.818567%</td>
</tr>
<tr>
<td>Pompano Beach</td>
<td>2.193252%</td>
</tr>
<tr>
<td>Sea Ranch Lakes</td>
<td>0.013998%</td>
</tr>
<tr>
<td>Southwest Ranches</td>
<td>0.153793%</td>
</tr>
<tr>
<td>Sunrise</td>
<td>1.844782%</td>
</tr>
<tr>
<td>Tamarac</td>
<td>1.283948%</td>
</tr>
<tr>
<td>Weston</td>
<td>1.376194%</td>
</tr>
<tr>
<td>West Park</td>
<td>0.300021%</td>
</tr>
<tr>
<td>Wilton Manors</td>
<td>0.252955%</td>
</tr>
<tr>
<td><strong>Total Incorporated</strong></td>
<td><strong>37.500000%</strong></td>
</tr>
</tbody>
</table>

2. Paragraph 3 of the Interlocal Agreement, as previously amended by the Addendum thereto and the prior amendments, is amended to read as follows:
3. The population figures set forth herein are based on the most current edition of "Florida Estimates of Population," published by the Bureau of Economics and Business Research, Population Division, University of Florida. The population figures to be utilized in the formula described in Paragraph 2 of this Interlocal Agreement shall be adjusted annually based on the current "Florida Estimates of Population."

For the purpose of this Agreement, the following population figures are hereby agreed upon:

<table>
<thead>
<tr>
<th>Recipient</th>
<th>FY16 Population</th>
</tr>
</thead>
<tbody>
<tr>
<td>Coconut Creek</td>
<td>55,319</td>
</tr>
<tr>
<td>Cooper City</td>
<td>32,996</td>
</tr>
<tr>
<td>Coral Springs</td>
<td>123,618</td>
</tr>
<tr>
<td>Dania</td>
<td>30,351</td>
</tr>
<tr>
<td>Davie</td>
<td>95,505</td>
</tr>
<tr>
<td>Deerfield Beach</td>
<td>76,152</td>
</tr>
<tr>
<td>Fort Lauderdale</td>
<td>171,544</td>
</tr>
<tr>
<td>Hallandale</td>
<td>38,273</td>
</tr>
<tr>
<td>Hillsboro Beach</td>
<td>1,865</td>
</tr>
<tr>
<td>Hollywood</td>
<td>144,310</td>
</tr>
<tr>
<td>Lauderdale-by-the-Sea</td>
<td>6,070</td>
</tr>
<tr>
<td>Lauderdale Lakes</td>
<td>33,803</td>
</tr>
<tr>
<td>Lauderhill</td>
<td>68,558</td>
</tr>
<tr>
<td>Lazy Lake</td>
<td>25</td>
</tr>
<tr>
<td>Lighthouse Point</td>
<td>10,374</td>
</tr>
<tr>
<td>Margate</td>
<td>55,417</td>
</tr>
<tr>
<td>Miramar</td>
<td>128,432</td>
</tr>
<tr>
<td>North Lauderdale</td>
<td>42,829</td>
</tr>
<tr>
<td>Oakland Park</td>
<td>42,893</td>
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<tr>
<td>Parkland</td>
<td>26,273</td>
</tr>
<tr>
<td>Pembroke Park</td>
<td>6,174</td>
</tr>
<tr>
<td>Pembroke Pines</td>
<td>157,905</td>
</tr>
<tr>
<td>Plantation</td>
<td>86,782</td>
</tr>
<tr>
<td>Pompano Beach</td>
<td>104,662</td>
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<tr>
<td>Sea Ranch Lakes</td>
<td>668</td>
</tr>
<tr>
<td>Southwest Ranches</td>
<td>7,339</td>
</tr>
<tr>
<td>Sunrise</td>
<td>88,033</td>
</tr>
<tr>
<td>Tamarac</td>
<td>61,270</td>
</tr>
<tr>
<td>Weston</td>
<td>65,672</td>
</tr>
<tr>
<td>West Park</td>
<td>14,317</td>
</tr>
</tbody>
</table>
3. This 2015 Amendment to Interlocal Agreement shall be effective as of the date it is executed by the County after having previously been executed by eligible municipalities cumulatively representing a majority of the incorporated area population of the County.

4. Except to the extent amended, the Interlocal Agreement shall remain in full force and effect. In the event of any conflict between the terms of this 2015 Amendment and the Interlocal Agreement, as previously amended, the parties hereby agree that this 2015 Amendment shall control.

5. This 2015 Amendment may be executed in several counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute one and the same instrument.

6. In the event any provision within this 2015 Amendment to Interlocal Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless the County or any executing Municipality necessary to maintain the cumulative majority referenced in the preceding paragraph elects to terminate this Agreement. The election to terminate pursuant to this provision must be made within seven (7) days after such court ruling; provided, however, that if a timely notice appealing the court ruling is filed, the election shall be held in abeyance until the appeal is determined or dismissed.

[THE REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]
IN WITNESS WHEREOF, the parties have made and executed this 2015 Amendment to the Interlocal Agreement on the respective dates under each signature: 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 ______________, 2015, and MUNICIPALITY, signing by and through its ________________, duly authorized to execute same.

COUNTY

ATTEST: BROWARD COUNTY, by and through its Board of County Commissioners

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

By____________________________ Mayor

____ day of ________________, 2015

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
Telecopier: (954) 357-7641

By____________________________
Andrew J. Meyers
Chief Deputy County Attorney

Date: ______________________

AJM
3/20/15
GASTAX6_2015.doc
«Municipality»
2015 AMENDMENT TO INTERLOCAL AGREEMENT PROVIDING FOR DIVISION AND DISTRIBUTION OF THE PROCEEDS OF THE LOCAL OPTION GAS TAX IMPOSED BY THE BROWARD COUNTY LOCAL OPTION GAS TAX ORDINANCE

MUNICIPALITY

WITNESSES: City of North Lauderdale

______________________________
By _____________________________
Jack Brady, Mayor

______________________________
___ day of ________________, 2015.

ATTEST:

By ______________________
Patricia Vancheri, City Clerk

______________________________
Ambreen Bhatty, City Manager

___ day of ________________, 2015

(CORPORATE SEAL)

APPROVED AS TO FORM:

By _____________________________
Samuel S. Goren, City Attorney
TO: Mayor and City Commission
FROM: City Clerk Patricia Vancheri
DATE: April 14, 2015

SUBJECT: Broward League of Cities Board of Directors Appointments

The Broward League of Cities is requesting each member city to pass a Resolution selecting a Director, an Alternate and a Second Alternate to serve on the Board of Directors.

COMMISSION ACTION NEEDED: Select among your peers Commissioners to serve in the three positions cited above; fill in the names in the attached Resolution; read and adopt the Resolution with the names inserted.
RESOLUTION NO. ________________

A RESOLUTION OF THE NORTH LAUDERDALE CITY COMMISSION
APPOINTING A DIRECTOR, AN ALTERNATE DIRECTOR AND A
SECOND ALTERNATE TO THE BROWARD LEAGUE OF CITIES
BOARD OF DIRECTORS; PROVIDING THAT A COPY OF THIS
RESOLUTION BE SENT TO MARY LOU TIGHE, EXECUTIVE
DIRECTOR OF THE BROWARD LEAGUE OF CITIES; AND
PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Broward League of Cities has requested that each member city provide a
Resolution naming, from among their peers a director, alternate director and second alternate
director to serve on the League Board of Directors.

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

Section 1. That __________________________ be and the same is hereby selected to
serve as a Director of the Broward League of Cities Board of Directors.

Section 2. That __________________________ be and the same is hereby selected to
serve as an Alternate Director of the Broward League of Cities Board of Directors.

Section 3. That __________________________ be and the same is hereby selected to
serve as a Second Alternate Director of the Broward League of Cities Board of Directors.

Section 4: That the City Clerk shall provide an executed copy of this Resolution to Mary
Lou Tighe, Executive Director, Broward League of Cities.

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

PASSED and ADOPTED by the North Lauderdale City Commission this 14th day of April,
2015.

APPROVED AS TO LEGAL FORM:

_________________________________    _______________________
SAMUEL S. GOREN CITY ATTORNEY    MAYOR JACK BRADY

_________________________________    _______________________
ATTEST: ___________________________    VICE MAYOR JERRY GRAZIOSE
CITY CLERK, PATRICIA VANCHERI
TO: City Clerk
FROM: Mary Lea Tughia, Executive Director
DATE: March 3, 2015

REF: 2015-16 Board of Director Appointments

According to the League by-Laws, each City shall appoint a Director, Alternate and Second Alternate to attend and vote at any Board of Directors or General Membership meetings held where he/she represents his/her municipality.

PLEASE NOTE:

- It is the responsibility of each Director to communicate with his/her respective municipal officials, employees and constituents concerning actions taken or to be taken by the Board of Directors or the General Membership. Directors are responsible for bringing issues of collective importance to the attention of the Board of Directors. Directors are responsible for representing the collective interests of the entire general membership.

- Attendance Requirements: An absent member of the Board of Directors may submit an excuse for such absence from a Board of Directors meeting. Any member of the Board of Directors who has three (3) absences per year from regular Board of Directors meetings shall automatically be removed from said Board. The Alternate member from that city shall assume the position of a member of the Board of Directors. The Board of Directors may request that the respective municipality appoint a new Alternate. Please see the attached 2014-15 attendance matrix.

Please send this item for your next commission meeting so that all appointments are concluded by March 27, 2015. Upon commission action, please complete the information below and return to the League office by March 30, 2015.

Municipality: ________________________________

Commissioner/Council Appointments:

Director: ________________________________
Alternate: ________________________________
Second Alternate: __________________________

One Broward
Suite 222 Government Center, 197 North Andrews Avenue
Fort Lauderdale, Florida 33301
Phone: 954-357-7798  Fax: 954-357-5663
Internet: www.OneBroward.org
TO: Mayor and City Commission

FROM: Ambreen Bhatti, City Manager

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

DATE: April 14th, 2015

SUBJECT: SWAV 15-03 Sign Waiver request for METRO PCS, 7220 Southgate Blvd. (Presidential Plaza)

To allow a wall sign with the lettering metro PCS with the letters P, C, and S in 19 inch high capital letters whereas a maximum of 16 inches high letters are allowed by section 94-16 (C) (2) (c) within a Community Business (B-2) Zoning District.

APPLICANT: A and B Wireless DBA Metro PCS

A & B Wireless Inc. doing business as Metro PCS is proposing a new wall sign for their establishment located at 7220 Southgate Blvd. within the Presidential shopping plaza. The waiver is to permit a wall sign with the store name metro PCS with the metro in 14 inch high lowercase letters, and the PCS as 19 inch high capital letters where a maximum of 16 inch lettering is allowed by section 94-16 (C) (2) (c) within a Community Business (B-2) Zoning District. The applicant indicated that approval of this request would provide favorable exposure to their business along the Southgate Boulevard/ Rock Island Road corridor. 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 Rock Island Road and Southgate Boulevard are established business areas serving a regional population base and that certain requirements of the sign code may not be applicable. Therefore, the Planning and Zoning Board, upon recommendation of the Staff, 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 has determined that the requested sign waiver is reasonable and compatible with other signs within the shopping center. The total square feet of the sign, 24 feet, complies with the City sign code, which allows one square foot of sign face equivalent to the width of the area owned or leased or a minimum of 24 square feet.
The Planning and Zoning board met on April 7th, 2015 and all board members approved recommendation of this sign waiver to the City Commission.

RECOMMENDATION:

The City Administration recommends City Commission’s consideration and approval of the attached Resolution granting the sign waiver to allow 19 inches for the letters P, C and S on a wall identification sign where a maximum 16 inches in letter height are allowed by code Section 94-16 (C) (2) (c) within a Community Business (B-2) zoning district.
RESOLUTION NO. __________________

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF NORTH LAUDERDALE, FLORIDA, APPROVING A SIGN WAIVER REQUEST FOR ONE WALL SIGN FOR METROPOLITAN COMMUNICATION SERVICES, INC. TO BE LOCATED AT 7220 SOUTHGATE BLVD., NORTH LAUDERDALE, FLORIDA, THEREBY PERMITTING THE INSTALLATION AND MAINTENANCE OF A WALL SIGN WITH 19 INCH HIGH P, C AND S LETTERS WHEREAS A MAXIMUM OF 16 INCH HIGH LETTERS ARE ALLOWED BY SECTION 94-16 (C) (2) (c) WITHIN A COMMUNITY BUSINESS (B-2) 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, MetroPCS, is located at 7220 Southgate Boulevard, North Lauderdale, Florida; and

WHEREAS, MetroPCS, feels that the provisions of the sign code for a wall sign is inadequate for their needs; and

WHEREAS, MetroPCS, is requesting a sign waiver to allow the installation and maintenance of a wall sign with 19 inch high letters P, C and S whereas a maximum of 16 inch high letters is allowed by section 94-16 (C) (2) (c) within a Community Business (B-2) Zoning District; and

WHEREAS, the Planning and Zoning Board recommended approval of said request at their meeting on April 7th, 2015.

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

Section 1: That the waiver of the sign code be and the same are hereby granted to MetroPCS to allow the installation and maintenance of a wall sign with 19 inch high letters P, C, AND S whereas a maximum of 16 inch high letters is allowed by section 94-16 (C) (2) (c) within a Community Business (B-2) Zoning District.

Section 2: That the waiver 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 14th day of April 2015.

APPROVED AS TO FORM:

______________________________
CITY ATTORNEY SAMUEL GOREN

______________________________
MAYOR JACK BRADY

______________________________
VICE MAYOR JERRY GRAZIOSE

ATTEST:

______________________________
CITY CLERK PATRICIA VANCHERI
February 13th 2015

City of North Lauderdale
701 Southwest 71st Ave.
North Lauderdale, FL 33068

To Whom It May Concern:

Owner hereby approves Tenant A&B Wireless, dba Metro PCS, located at 7220 Southgate Blvd, North Lauderdale, FL to install a sign which exceeds the usual size in order to advertise its business and fulfill its license obligations to Metro PCS. Owner requests City approval of this sign waiver application, pursuant to all municipal building codes. Owner is not responsible for any errors in submission or any costs associated with this waiver application, Tenant (applicant) is responsible for same.

Any questions may be directed to the undersigned.

Thank you,

[Signature]

Paul Lemay
Senior Property Manager
Brixmor Property Group
paul.lemay@brixmor.com
Direct (305) 944-7122 Mobile (305) 495-7277 Office (305) 944-7133 Fax (305) 947-1429
1205 NE 163rd Street, Suite #235, North Miami Beach, FL 33162 USA
www.Brixmor.com
TO: Mayor Jack Brady  
Members of the City Commission  

CC: Ambreen Bhattt, City Manager

FROM: Samuel S. Goren, City Attorney SSG  
Michael D. Cirullo, Jr., Assistant City Attorney MDC

DATE: April 14, 2015

RE: City of North Lauderdale (“City”)  
Resource Recovery Board v. Broward County Settlement Agreement

The City Commission authorized the City to join in litigation, along with several other municipalities, against Broward County relating to the final distribution of assets from the Resource Recovery Board (RRB). The City had been a party to an Interlocal Agreement which created the Broward County Solid Waste Disposal District, and which was managed by the RRB. The Interlocal Agreement expired in June, 2013.

During the litigation, the judge ordered the parties to mediation. After lengthy mediation, a settlement proposal was reached. The basic terms of the settlement are as follows:

1. Cash Distribution

   • $32,000,000 would be distributed to RRB participants, including the County and the municipalities that were parties to the Interlocal Agreement but did not elect to participate in the litigation.
   • Certain items would be deducted prior to determining the amount to distribute to the parties, such as auditing costs, pending legal fees and to reimburse the plaintiff municipalities for their legal fees and costs paid to litigation counsel.
   • The distributions would be based upon 2012 tonnage.
   • North Lauderdale’s 2012 tonnage was 2.5025%.

It is estimated that the cash distribution to the City of would be approximately $750,000-$775,000.
Sale of the Alpha 250 Property

- The Alpha 250 Property, located on Copans Road just east of Turnpike, is to be sold by the County. The plaintiff municipalities have a role in ensuring the highest possible price for the sale.
- When the property is sold, the sale proceeds would then be distributed to the RRB members based upon 2012 tonnage, the same as the cash distribution.
- It is currently estimated that the sale would be for approximately $6 million dollars.

The City of North Lauderdale would receive approximately $150,000 from the sale of the Alpha 250 Property for $6 million.

2. Other Settlement Terms.

The settlement addresses other issues relating to the RRB and the ongoing solid waste services in Broward County.

- Broward County would own the remaining properties and the municipalities would renounce ownership except for their rights in the settlement.
- The Broward Interim Contingent Landfill would not be sold (or no long term lease would be entered) for at least 10 years.
- The liabilities of the parties that may exist from the previous District are unaffected

Five municipalities (Fort Lauderdale, Hollywood, Miramar, Sunrise, and Weston) have approved the Settlement Agreement.

The Broward County Commission approved the Settlement Agreement at its April 7, 2015, meeting.

All municipal plaintiffs, including the City, must approve the settlement within 120 days of the County approval.

RECOMMENDATION:

To adopt the attached resolution authorizing the City Manager to execute:

1. The Settlement Agreement between Broward County and the plaintiff municipalities.
2. The Settling Municipality Agreement that provides for the distribution terms among the municipalities
January 30, 2015

City of Sunrise
City of Weston
City of Hollywood
City of Fort Lauderdale
City of Lauderdale
Town of Lauderdale-By-the-Sea
City of Lighthouse Point
City of Tamarac
Town of Davie

City of Plantation
City of Coconut Creek
City of Deerfield Beach
City of Miramar
City of Margate
City of Cooper City
City of North Lauderdale
City of Coral Springs
Town of Southwest Ranches

Re: RRB Asset Litigation – Proposed Settlement Agreement

Dear Plaintiff Municipalities:

Our Firm has had the honor of representing you in the RRB Asset Litigation with Broward County (the “County”). We recently concluded negotiating the enclosed proposed Settlement Agreement with the County. This letter provides a brief summary of the Litigation process that led to the proposed Settlement Agreement with the County, the material terms of the proposed Settlement Agreement and the material terms of the Settlement Proceeds Distribution Agreement among the Settling Municipalities that provides for the pro rata allocation of expenses and pro rata distribution of funds received from the County pursuant to the proposed Settlement Agreement.
History of ILA and Litigation

The Plaintiff Municipalities were parties to the November 1986 Interlocal Agreement with the County for Solid Waste Disposal Service, as amended (the “ILA”). The ILA provided for the creation of the Broward Solid Waste Disposal District (the “District”) and required the participating governmental entities to send the solid waste generated within their boundaries to be transported, delivered and disposed of at designated District waste disposal facilities. Section 15.2 of the ILA provided for the equitable distribution of the assets and liabilities of the District to the participating governmental entities and the County upon the expiration of the ILA. The ILA expired on July 2, 2013. The participating governmental entities and the County disagreed as to the identification and distribution of the assets and liabilities of the District. On June 28, 2013, the Plaintiff Municipalities filed a lawsuit against the County in the litigation styled City of Sunrise et. al. v Broward County, 17th Judicial Circuit: Court Case No. CACE-013-015660 (the “Litigation”), which sought a declaration regarding the assets and liabilities subject to equitable distribution.

On January 17, 2014, the parties to the Litigation held a joint public meeting of elected officials pursuant to Chapter 164, Fla. Stat., and agreed to proceed with mediation. The Plaintiff Municipalities and the County participated in the mediation process and initially reached an impasse. Thereafter, representatives of the parties to the Litigation entered into negotiations regarding the terms of a possible settlement. The negotiations resulted in the enclosed drafted Settlement Agreement.

Settlement Agreement Terms and Conditions

A. Cash
The County shall pay $32 million, less the deductions below, ($32 million minus the deductions stated below is the “Cash Amount”) to the ILA communities. The Cash Amount shall be deposited into a Trust Account within 30 days of the Effective Date of the Settlement Agreement and distributed to the Settling Municipalities with pro-rata allocation of distributions and expenses based on 2012 tonnage.

i. Unincorporated Area Deduction: 1.2871% ($411,872) will be retained by the County based on 2012 tonnage delivered from the unincorporated areas.

ii. Non-Settling ILA Municipality Deduction: It is anticipated that all ILA municipalities will approve and execute the Settlement Agreement. For any ILA municipality that does not, their pro rata share of the Cash Amount, based on the 2012 tonnage, shall be deducted and retained by the County.

B. Properties
1. BIC Landfill – The Plaintiff Municipalities made a policy decision to permit the County to retain the BIC for the benefit of residents of the County. The County agrees not to sell the BIC within 10 years of the Effective Date (sale includes a lease of 50% of BIC for period in excess of 30 years), unless prior written consent is given by each and every Settling Municipality.

Weiss Serota Helfman 
Cole Bierman & Popok, P.L.
2. **Alpha 250** – County shall remove the recent deed restriction within 45 days of the Effective Date and sell Alpha 250 to the highest responsive and responsible bidder under a competitive bid process to commence within 60 days of the Effective Date (with input from the 5 mayors on solicitation specifications).
   i. Net Alpha 250 sale proceeds shall be distributed pro-rata (minus County’s 1.2871% share) to the Settling Municipalities based on 2012 tonnage.
   ii. County performed two appraisals of Alpha 250 - $6.25 & $6.5 million
   iii. A majority of the Mayors of Fort Lauderdale, Hollywood, Miramar, Sunrise and Weston can object if the highest bid in first sale is deemed too low, in which case the County shall conduct a second sale 12 to 18 months thereafter.
   iv. **County Right of First Refusal:** County may choose to retain the Alpha 250 property by paying the Settling Municipalities the net proceeds they would have received if sold to highest bidder, unless the 5 Mayors reject the highest bid in the first sale.

3. **Ash Monofill** – County retains the Ash Monofill.

4. **Mitigation Properties** - County retains Mitigation Properties.

C. **Liabilities Related to Use of the Ash Monofill and BIC Landfill.**
   Any and all liabilities resulting from, related to, or in connection with the past, present, or future use of the Ash Monofill or BIC Landfill by any party to the Settlement Agreement shall be determined pursuant to applicable federal and state laws and regulations, without regard to any provision in any prior agreement between the County and that party (including the ILA).

D. **Release and Dismissal.**
   Mutual full release for claims resulting from or arising out of the ILA (except with regard to any claim for contribution or similar claim based on any environmental contamination).

**Settlement Approval Process**

A. The Settlement Agreement is being presented for approval at public Commission meetings held by Fort Lauderdale, Hollywood, Miramar, Sunrise and Weston. These five cities shall vote on the Agreement by March 20, 2015 (or no later than the first City Commission public meeting thereafter if a delay is necessary due to a City Commission recess).

**WEISS SEROTA HELFMAN**
**COLE BIERMAN & POPOK, P.L.**
B. If approved by all five cities, the County Commission shall vote on the Settlement Agreement at a public meeting held within 30 days after formal approval of the Settlement Agreement by the last of these five cities (or no later than the first County Commission public meeting thereafter if a delay is necessary due to a County Commission recess).

C. If approved by the Broward County Commission, the Settlement Agreement shall then be presented for approval at public Commission/Council meetings at each of the LA Municipalities currently participating in the litigation or otherwise wishing to consider joining this Agreement.

D. To be effective, the Settlement Agreement must be approved and executed by all Plaintiff Municipalities and the County within 120 days after formal approval of the Settlement Agreement by the County Commission. If fewer than all approve and execute, the County may waive this condition in writing within 30 days after such 120 day period, in which event the County shall retain the pro rata distributions that would otherwise have been provided to the Plaintiff municipality(ies) that did not approve and execute this Agreement.

E. Effective Date: The date of the last approval and execution by a Plaintiff municipality, or, if not all Plaintiff Municipalities approve and execute, the date on which the County waives the condition in writing, is the “Effective Date” of this Agreement.

Settlement Proceeds Distribution Agreement

A. Cash Amount.

Within 30 days after the County deposits the Cash Amount into the Trust Account, each Settling Municipality shall receive a distribution from the Trust Account (each is a “Settlement Payment”) equal to each Settling Municipality’s pro rata share allocation of the Cash Amount deposited, based on the 2012 Tonnage Schedule, minus each Settling Municipality’s pro rata share of the costs and expenses below, based on the 2012 Tonnage Schedule, plus a credit to a Settling Municipality for all of such costs and expenses previously paid by it:

1. $119,736.08, which shall be paid to the City of Fort Lauderdale for the services of its internal auditor provided to, and approved by, the governing board of the District (the “RRB”) but never paid by the County;

2. $14,104.00, which shall be paid to plaintiffs’ counsel for the legal analysis provided to, and approved by, the RRB but never paid by the County;
3. $294,955.69, which has been paid or is due from the Plaintiff Municipalities for litigation expenses, including attorneys' fees, expert fees and costs to be reimbursed to the Plaintiff Municipalities; and

4. $75,000.00 to plaintiffs' counsel to be held in the Trust Account to be used to pay for attorneys' fees and costs incurred after December 31, 2014, including those related to passage and implementation of the Settlement Agreement, and to ensure compliance in the future. Any funds remaining from the $75,000.00 held in the Trust Account after the Alpha 250 sale shall be distributed pro rata to the Settling Municipalities based upon 2012 tonnage (and if there are insufficient funds they will be deducted from the Alpha 250 sales proceeds prior to distribution).

B. Alpha 250 Property Sale Proceeds.

Within 30 days after the County deposits the net Alpha 250 sales proceeds into the Trust Account (the “Alpha 250 Sales Proceeds”), each Settling Municipality shall receive a distribution from the Trust Account equal to each Settling Municipality’s pro rata share allocation of the deposited Alpha 250 Sales Proceeds (minus unpaid expenses, if any) based on the 2012 Tonnage Schedule.

C. Conditions Precedent.

To be effective, the Settlement Proceeds Distribution Agreement is subject to (i) the Settlement Agreement becoming effective, and (b) the Settlement Proceeds Distribution Agreement being approved and executed by all of the Plaintiff Municipalities.

It has been a pleasure representing you in this matter. If you have any questions or concerns, please give us a call.

Very truly yours,

Jamie Alan Cole, Esq.
SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT (the “Agreement”) is made and entered into as of the Effective Date (as defined below) by and between Broward County, Florida, a political subdivision of the State of Florida, (the “County”) and the City of Sunrise, the City of Weston, the City of Hollywood, the City of Fort Lauderdale, the City of Lauderdale, the Town of Lauderdale-By-The-Sea, the City of Lighthouse Point, the City of Tamarac, the Town of Davie, the City of Plantation, the City of Coconut Creek, the City of Deerfield Beach, the City of Miramar, the City of Margate, the City of Cooper City, the City of North Lauderdale, the City of Coral Springs, and the Town of Southwest Ranches, all political subdivisions of the State of Florida, (individually each is a “Plaintiff Municipality,” collectively, the “Plaintiff Municipalities”) and any non-plaintiff municipalities that were party to the November 1986 Interlocal Agreement with Broward County for Solid Waste Disposal Service, as amended, (the “Interlocal Agreement”) that timely approve and execute this Agreement (individually each is a “Non-Plaintiff ILA Municipality,” collectively, the “Non-Plaintiff ILA Municipalities”) (collectively, the Plaintiff Municipalities and Non-Plaintiff ILA Municipalities that timely approve and execute this Agreement are the “Settling Municipalities”).

RECITALS:

WHEREAS, the Interlocal Agreement provided for the creation of the Broward Solid Waste Disposal District (the “District”) and required the participating governmental entities to send the solid waste generated within their boundaries to be transported, delivered, and disposed of at designated District waste disposal facilities;

WHEREAS, the participating governmental entities directed solid waste generated within their boundaries to be disposed of at the designated District waste disposal facilities;

WHEREAS, the tonnage directed to District waste disposal facilities in 2012 by the parties to the Interlocal Agreement is reflected in the 2012 Tonnage Schedule, attached and incorporated into this Agreement by this reference as Exhibit “A” (the “2012 Tonnage Schedule”);

WHEREAS, the Interlocal Agreement expired on July 2, 2013;

WHEREAS, Section 15.2 of the Interlocal Agreement provided for the equitable distribution of the assets and liabilities of the District to the participating governmental entities and the County (including the unincorporated portions of Broward County) upon the expiration of the Interlocal Agreement;

WHEREAS, the Plaintiff Municipalities and the County disagreed as to the identification and distribution of the assets and liabilities of the District;
WHEREAS, on June 28, 2013, the Plaintiff Municipalities filed a lawsuit against the County in the litigation styled City of Sunrise et. al. v Broward County, 17th Judicial Circuit Court Case No. CACE-013-015660 (the “Litigation”), which sought a declaration regarding the assets and liabilities subject to equitable distribution;

WHEREAS, on January 17, 2014, the parties to the Litigation held a joint public meeting of elected officials pursuant to Chapter 164, Fla. Stat., and agreed to proceed with mediation;

WHEREAS, the Plaintiff Municipalities and the County participated in the mediation process and initially reached an impasse;

WHEREAS, thereafter, representatives of the parties to the Litigation entered into negotiations regarding conceptual terms of a possible settlement; and

WHEREAS, the Settling Municipalities and the County desire to fully and finally settle the Litigation under the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged and agreed upon, the parties agree as follows:

1. **Recitals:** The above recitals are true and correct and are incorporated into this Agreement by this reference.

2. **Real Property:**

   A. **Identification of Properties.**

      1. **South Resource Recovery Site including the Ash Monofill.** The South Resource Recovery Site including the Ash Monofill (which includes property appraiser parcel numbers 504125200010, 504125200020, and 504125200021, and all property upon which the south resource recovery facility, including the ash monofill, plant, and related improvements are located), all as depicted in Exhibit “B” attached and incorporated into this Agreement by this reference (the “Ash Monofill”);

      2. **BIC Landfill.** The Broward Interim Contingency Landfill a/k/a Southwest Regional Landfill, including property appraiser parcel number 513903030010, as depicted in Exhibit “C” attached and incorporated into this Agreement by this reference (the “BIC Landfill”);

      3. **Mitigation Properties.** All mitigation properties associated with the Ash Monofill and BIC Landfill, as set forth in the documents attached and incorporated into this Agreement by this reference as Exhibit “D” (the “Mitigation Properties”); and
4. **Alpha 250.** Alpha 250 North, Parcel E, as shown in the plat for Alpha 250 North, recorded in Plat Book 180 at page 14 of the Public Records of Broward County, Florida, as depicted on the aerial attached and incorporated into this Agreement by this reference as Exhibit “E” (“Alpha 250”).

**B. Treatment of Properties.**

1. **County Retained Properties.** The Settling Municipalities and the County acknowledge and agree that the Ash Monofill, BIC Landfill, and the Mitigation Properties (collectively, the “Retained Properties”) are owned and shall continue to be owned by the County, and the Settling Municipalities renounce any right in and to the Retained Properties, except as expressly stated in this Agreement and except for any current, express, contractual right to use any Retained Property for solid waste disposal for the length of the contractual period.

2. **County Use of Retained Properties.** As owner of the Retained Properties, the County has the right to use the Retained Properties and any and all revenues derived therefrom, to make the Retained Properties available for the use of others (including, for consideration, under contracts for solid waste disposal), and to convey or dispose of the Retained Properties (subject to the limitations and terms stated in Section 2(C) of this Agreement) on the terms and conditions determined by the County in its sole discretion (subject to any legal prohibitions or requirements).

3. **Sale of Alpha 250.** The Settling Municipalities and the County agree that Alpha 250 shall be sold (or paid for by the County) subject to the terms and conditions of Section 4 of this Agreement with all proceeds to be distributed as provided in Section 4.

**C. Restriction on Sale of BIC Landfill.** The County shall not sell the BIC Landfill within 10 years after the Effective Date (as defined below), except with the prior written consent of each and every Settling Municipality. Any lease of over 50% of the BIC Landfill for a period exceeding thirty (30) years (including renewal options) shall be deemed to be a sale. Except with regard to a lease deemed to be a sale as provided in the preceding sentence, the parties agree that nothing in this Agreement or in any prior agreement between any of the parties hereto limits the County’s right, at any time, to lease any portion of the BIC Landfill to generate revenue, provided that any lease payments received within ten (10) years after the Effective Date shall be used to pay for regional solid waste disposal facilities (acquisition, operation, maintenance, etc.) or services including, if desired by the County, regional recycling services. Within sixty (60) days
after the Effective Date, the County shall record, in the Official Real Property Records of Broward County, Florida, a Memorandum of Settlement Agreement providing the Effective Date and stating the terms of this paragraph.

3. **Cash Payment to Settling Municipalities:** Within 30 days after the Effective Date, the County shall pay $32,000,000 (Thirty-Two Million Dollars) less the deductions stated in Section 3(A) and (B) below ($32,000,000 minus the deductions stated below is the “Cash Amount”) into a trust account designated by the Plaintiff Municipalities, which funds shall be distributed as provided in Section 3(C) below.

   A. **Unincorporated Area Deduction.** The County’s pro rata share allocation (1.2871%) for the unincorporated area based on the 2012 Tonnage Schedule shall be deducted and retained by the County.

   B. **Non-Settling ILA Municipality Deduction.** It is anticipated that some or all of the 8 municipalities that were a party to the Interlocal Agreement that are not a party to the Litigation will approve and execute this Agreement. For any of these eight municipalities that do not timely approve and execute this Agreement, and, with regard to the waiver referenced in Section 11(C) below, for any Plaintiff Municipality that does not timely approve and execute this Agreement (each is a “Non-Settling ILA Municipality”), their pro rata share (based on the 2012 Tonnage Schedule) shall be deducted and shall be retained by the County (nothing herein restricts the County’s right, or requires the County, to distribute any of such funds to any Non-Settling ILA Municipality).

   C. **Distribution of Cash Amount.** The Cash Amount shall be distributed to the Settling Municipalities pursuant to the terms of a separate agreement among the Settling Municipalities (which shall provide for pro rata allocation of expenses and pro rata distribution based upon the 2012 Tonnage Schedule) (the “Settling Municipalities Agreement”).

4. **Alpha 250 Property Sale:**

   A. Alpha 250 is currently vacant and undeveloped, and has not been used for any solid waste disposal purposes. If the County retains Alpha 250, it could potentially be used as a transfer station. The parties acknowledge that the sale of Alpha 250 contemplated by this Agreement would make the property unavailable for use by the County as a future transfer station, although any purchaser of the Alpha 250 property could potentially put the property to such use.
B. Removal of Deed Restrictions. Within 45 days after the Effective Date (or at the first
County Commission public hearing thereafter if a delay is necessary due to a County
Commission recess), and in accordance with all public hearing requirements, the County
agrees to remove the deed restrictions placed on Alpha 250 pursuant to the Declaration of
Covenants and Restrictions dated June 4, 2013. Additionally, to the extent practicable, the
County shall work with the Settling Municipalities to address any and all other title
encumbrances or restrictions within the County’s control that may negatively impact the
market value of Alpha 250.

C. Sale of Alpha 250. The County and the Settling Municipalities agree to use their
best efforts (and to take all reasonable steps) to sell Alpha 250. The County shall conduct
the sales process by sealed competitive bid to the highest responsive and responsible
bidder, with input (regarding the solicitation specifications) from the Mayors of Fort
Lauderdale, Hollywood, Miramar, Sunrise, and Weston, in accordance with Section 1-4 of
the Broward County Code and applicable state law. The County shall commence the sales
process within 60 days after the Effective Date. To the extent permissible under applicable
law, if a majority of the Mayors of Fort Lauderdale, Hollywood, Miramar, Sunrise, and
Weston notify the County in writing, by email to the County Administrator and Chief
Deputy County Attorney (Bertha Henry at bhenry@broward.org with a copy to Andrew
Meyers at ameyers@broward.org), within fifteen (15) business days after the bid opening
that they believe the sales price is inadequate, the County shall reject all bids as being too
low and otherwise not in the best interest of the County. If that occurs, a second and final
sales process shall commence between twelve and eighteen months thereafter (with the
timing determined by the County after consideration of input from the five Mayors). In the
first sales process (unless the majority of the Mayors of Fort Lauderdale, Hollywood,
Miramar, Sunrise, and Weston notify the County that they believe the sales price is too low
as referenced above) and, if applicable, in the second sales process, the County may reject
all bids consistent with applicable law and, instead of selling Alpha 250, agree to pay the
net amount that would have been realized through a sale to the highest responsible and
responsive bidder. Payment of that net sales amount shall fully satisfy the County’s
obligations under this Agreement related to the sale of Alpha 250.

D. Payment of Alpha 250 Sales Proceeds. Within 30 days after the County’s receipt of
the Alpha 250 sales proceeds (or within 30 days after the County’s decision to purchase
Alpha 250 consistent with Section 4(C) above), the County shall pay into a trust account
designated by the Plaintiff Municipalities an amount equal to the net proceeds from the sale (after deducting all sales related expenses, including appraisal costs), minus the County’s pro rata share for the unincorporated areas based on the 2012 Tonnage Schedule (and also minus the pro rata allocation to any Non-Settling ILA Municipality). The funds paid into the referenced trust account shall be distributed to the Settling Municipalities pursuant to the terms of the Settling Municipalities Agreement (which shall provide for pro rata allocation of expenses and pro rata distribution based upon the 2012 Tonnage Schedule).

E. **Wetlands Mitigation Properties.** Pursuant to a February 24, 2009 Irrevocable License Agreement (the “License Agreement”) between Broward County and Industrial Developments International, Inc. (“IDI”), IDI is required to perpetually maintain, at its expense, the wetlands mitigation properties associated with Alpha 250, which are not part of the Mitigation Properties identified in Exhibit D. The County shall assign its rights in and to the License Agreement to any purchaser of Alpha 250, and as part of the purchase transaction that purchaser shall agree to assume such maintenance obligation that is allocable to the purchased Alpha 250 parcel to the extent IDI ceases to perform the obligation.

5. **Solid Waste and ILA related Funds in County’s Possession:** All remaining solid waste and Interlocal Agreement related funds currently in the possession of the County, and all future revenues generated by, resulting from, relating to, or received in connection with the Retained Properties (and Alpha 250 if the County pays for and retains it consistent with the terms of this Agreement) or generated by, resulting from, relating to, or received in connection with any agreement expressly providing for the payment of any sums to the County in connection with solid waste disposal services or facilities (except to the extent any provision of any such agreement expressly provides for the payment of any sums to any Settling Municipality), belong to the County for use by the County as it determines in its sole discretion.

6. **Liabilities Related To Use of Retained Properties:** Any and all liabilities resulting from, related to, or in connection with the past, present, or future use of any of the Retained Properties by any party to this Agreement shall be determined pursuant to applicable federal and state laws and regulations, including without limitation RCRA, CERCLA, and Chapters 376 and 403, Florida Statutes, without regard to any provision in any prior agreement between the County and that party (including any provision of the Interlocal Agreement or any amendment thereto).
7. **Release from Claims:** Each Settling Municipality hereby releases the County, and the County hereby releases each Settling Municipality, from all claims resulting from or arising out of the Interlocal Agreement (except with regard to any claim for contribution or similar claim based on any environmental contamination, which shall be addressed consistent with Section 6 above). This release does not extend to any claim based on any contract currently in effect between the County and any Settling Municipality related to solid waste disposal.

8. **Settlement of Disputed Claims:** The Settling Municipalities and the County acknowledge that this Agreement represents a settlement of disputed claims and is not an admission by either party of any wrongdoing.

9. **Dismissal of Litigation:** All Plaintiff Municipalities entering into this Agreement agree to file a Notice of Voluntary Dismissal with Prejudice in the Litigation within 5 business days after the County pays the Cash Amount in accordance with Section 3 of this Agreement.

10. **Attorney’s Fees and Costs:** The Settling Municipalities and the County shall each be responsible for their own respective attorneys’ fees and costs (including their own respective experts’ costs) incurred as a result of the Litigation and this Agreement (except that the Settling Municipalities’ respective attorneys’ fees and costs, and expert costs, shall be paid by the Settling Municipalities as provided in the Settling Municipalities Agreement).

11. **Approval Process; Conditions Precedent; Effective Date:**
   
   A. **Approval by Five Plaintiff Municipalities.** This Agreement shall be presented for approval at public Commission meetings held by Fort Lauderdale, Hollywood, Miramar, Sunrise, and Weston, and these five cities shall vote on the Agreement at public meetings by March 20, 2015 (or no later than the first City Commission public meeting thereafter if a delay is necessary due to a City Commission recess). Counsel for these municipalities shall provide email notice of the outcome of each of these votes to Andrew Meyers at ameyers@broward.org within three (3) business days after the vote occurs.

   B. **County Commission Approval.** If this Agreement is approved by all five cities in accordance with Section 11(A) above, the County Commission shall vote on this Agreement at a public meeting held within 30 days after formal approval of this Agreement by the last of these five cities (or no later than the first County Commission public meeting thereafter if a delay is necessary due to a County Commission recess). If approved by the County Commission, this Agreement shall then be presented for approval at public Commission/Council meetings at each of the remaining Plaintiff Municipalities and at each
other municipality that was a party to the Interlocal Agreement that wishes to consider joining this Agreement.

C. **Condition Precedent; County Waiver.** To be effective, this Agreement must be approved and executed by all Plaintiff Municipalities and the County within one hundred twenty (120) days after formal approval of this Agreement by the County Commission in accordance with Section 11(B) above. If fewer than all Plaintiff Municipalities approve and execute this Agreement, the County may waive this condition in writing within thirty (30) days after such one hundred twenty (120) day period, in which event this Agreement shall be effective with regard to all parties timely approving and executing this Agreement, and the County shall retain the pro rata distributions that would otherwise have been provided to the Plaintiff Municipality had it timely approved and executed this Agreement (without any deduction for costs or attorneys’ fees).

D. **Effective Date.** The date of the last approval and execution of this Agreement by a Plaintiff Municipality, or, if not all Plaintiff Municipalities approve and execute, the date on which the County waives the condition in writing as provided in Section 11(C), is the “Effective Date” of this Agreement.

12. **Notices:** Except as otherwise specified in this Agreement, any notices required under the terms and conditions of this Agreement shall be provided in writing and sent by U.S. Mail, certified, return receipt requested, as follows:

As to County:

Bertha Henry, County Administrator
Broward County
115 S. Andrews Avenue, Room 409
Fort Lauderdale, FL 33301

With a copy to:

Andrew J. Meyers, Esq.
Chief Deputy County Attorney
Broward County Attorney’s Office
115 S. Andrews Avenue, Room 423
Fort Lauderdale, FL 33301

As to Settling Municipalities:

See Notice Recipient on each Settling Municipality’s signature page

With a copy to:

Jamie Alan Cole, Esq.
Weiss Serota Helfman Pastoriza Cole & Boniske, P.L.
200 East Broward Blvd., Suite 1900
Fort Lauderdale, FL 33301
13. **Entire Agreement:** This Agreement constitutes the entire Agreement between the parties and supersedes and cancels any other agreement, representation, or communication, whether oral or written, between the parties, relating to the transactions contemplated by or the subject matter of the Agreement. This Agreement may not be amended, modified, or changed in any respect except by an agreement in writing signed by the parties to this Agreement. This Agreement does not supersede or cancel any contract currently in effect between the County and any Settling Municipality related to solid waste disposal.

14. **Headings:** The section and subsection headings in this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretations of this Agreement.

15. **Governing Law:** This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Florida.

16. **Counterparts:** This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

17. **Venue:** If litigation shall be instituted between the parties regarding the provisions of this Agreement, venue shall be in Broward County, Florida.

18. **Joint Preparation:** The preparation of this Agreement has been a joint effort of the parties hereto and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against any party hereto.

19. **Severability:** 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 and the parties agree to negotiate in good faith to modify that portion of the Agreement in a manner designed to effectuate the original intent of the parties.

20. **Advice of Counsel:** Each party acknowledges and agrees that it has had the opportunity to consult with and be represented by counsel of its choice in connection with the negotiation and documentation of the settlement, this Agreement, and the Exhibits to this Agreement.

21. **Use of Funds Distributed Under This Agreement:** Each recipient of funds distributed under this Agreement has the right and the responsibility to use the funds as it determines in its sole discretion subject to any legal prohibitions on or requirements regarding such use.
SETTLEMENT AGREEMENT BETWEEN BROWARD COUNTY, FLORIDA AND THE SETTLING MUNICIPALITIES RELATING TO THE RESOURCE RECOVERY BOARD ASSET LITIGATION

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature: BROWARD COUNTY, signing by and through its Mayor or Vice-Mayor, duly authorized to execute same by Board action on the ___ day of ____________, 2015, and the SETTLING MUNICIPALITIES, signing by and through their respective Mayors, duly authorized to execute same.

BROWARD COUNTY

ATTEST: BROWARD COUNTY, by and through its Board of County Commissioners

By____________________________ Mayor

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

___ day of ____________, 2015

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
Telecopier: (954) 357-7641

By:

Andrew J. Meyers
Chief Deputy County Attorney

___ day of ____________, 2015
CITY OF NORTH LAUDERDALE, 701 SW 71st Avenue, North Lauderdale, FL 33068

ATTEST:

______________________________
Patricia Vancheri, City Clerk

2015

Approved as to form and legality:

By: ______________________________
By: ______________________________

Samuel S. Goren, City Attorney

_____ day of ____________________, 2015
2015

Ambreen Bhatty, City Manager

_____ day of _____________________,
2015

WITNESSES

SIGNATURE

Print Name

SIGNATURE

Print Name

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me on ________________, 2015, by __________________, as ______________ of ______________, Florida, a political subdivision of the state of Florida, who is personally known to me or who has produced ________________, as identification and did (did not) take an oath.

__________________________
NOTARY PUBLIC
State of Florida at Large

My commission expires:

__________________________
PRINTED Name of Notary
### EXHIBIT LIST

<table>
<thead>
<tr>
<th>Exhibit</th>
<th>Description</th>
</tr>
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<tbody>
<tr>
<td>“A”</td>
<td>2012 Tonnage Schedule</td>
</tr>
<tr>
<td>“B”</td>
<td>Ash Monofill Aerial and Legal Description</td>
</tr>
<tr>
<td>“C”</td>
<td>BIC Landfill Aerial and Legal Description</td>
</tr>
<tr>
<td>“D”</td>
<td>Mitigation Properties Aerials</td>
</tr>
<tr>
<td>“E”</td>
<td>Alpha 250 Aerial and Legal Descriptions</td>
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### EXHIBIT “A”

#### 2012 Tonnage Schedule

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<th>City</th>
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<td>Cooper City</td>
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<td>Weston</td>
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<tr>
<td>Wilton Manors</td>
<td>10,340.98</td>
<td>1.1093%</td>
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| Total Tonnage      | 932,231.18      | 100.0000% |
EXHIBIT “B”

ASH MONOFILL AERIAL AND LEGAL DESCRIPTION

South Resource Recovery Site including Ash Monofill
SOUTH RESOURCE RECOVERY SITE INCLUDING ASH MONOFILL

LEGAL DESCRIPTION

Parcel A and Parcel B, ROUTE 441 RESOURCE RECOVERY SITE according to the plat thereof, recorded in Plat Book 132, at Page 41, lying within Section 24, Township 50 South, Range 41 East, of the Public Records of Broward County, Florida, said land containing 185.91 acres, more or less.
EXHIBIT “C”

BIC LANDFILL AERIAL AND LEGAL DESCRIPTION

513903030010
BROWARD COUNTY INTERIM CONTINGENCY
SANITARY LANDFILL 135-7 B TRACT "A"

BIC Southwest Regional Landfill’s legal description includes County retained wetland mitigation areas.

This map is for conceptual purposes only and should not be used for legal boundary determinations.
Southwest Regional (BIC) Landfill (includes mitigation areas)

LEGAL DESCRIPTION

All that portion of the East ½ of Section 3, Township 51 South, Range 39 East, Broward County, Florida, lying East of the Easterly Right of Way of U.S. 27, lying South of the Southerly Right of Way of Stirling Road and North of the Northerly Right of Way of Sheridan Street, being a portion of Everglades Land Company’s Subdivision of said Section 3, as recorded in Plat Book 2 at Page 1 of the Public Records of Dade County, Florida.

AND

All that portion of the Northwest ¼ of Section 2, Township 51 South, Range 39 East, lying South of the Southerly Right of Way line of Stirling Road, LESS: The South 307 feet of the East ½ of the N.W. ¼ of said Section 2, being a portion of Everglades Land Company’s Subdivision as recorded in Plat Book 2 at Page 1 of the Public Records of Dade County, Florida

AND

All that portion of the West ½ of the N.E. ¼ of Section 2, Township 51 South, Range 39 East, lying South of the Southerly Right of Way line of Stirling Road, LESS: The South 307 feet of the West ½ of the N.E. ¼ of said Section 2, being a portion of Everglades Land Company’s Subdivision as recorded in Plat Book 2 at Page 1 of the Public Records of Dade County, Florida.

AND

All that Portion of the West ½ of the S.W. ¼ of Section 2, Township 51 South, Range 39 East, lying North of Northerly Right of Way line of Sheridan Street being a portion of Everglades Land Company’s Subdivision as recorded in Plat Book 2 at Page 1 of the Public Records of Dade County, Florida.

Containing 588.49 Acres, more or less.
EXHIBIT “D”

MITIGATION PROPERTIES AERIALS

Additional Mitigation Areas not shown on other exhibits, as follows:

1. Mitigation Area 1, Hacienda Flores
2. Mitigation Area 2, Tree Tops Park
3. Mitigation Area 3, East Everglades
Mitigation Area 1
Hacienda Flores Mitigation Area

LEGAL DESCRIPTION
Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, and 12 of HACIENDA FLORES SUBDIVISION UNIT NO. 1 according to the plat thereof, recorded in Plat Book 19, at Page 28 of the Public Records of Broward County, Florida said land containing 16.16 acres, more or less.
Mitigation Area 2
Tree Tops Park Mitigation Area

MITIGATION AREA 2
A portion of County-owned Tree Tops Park

LEGAL DESCRIPTION
Lengthy legal description within Tree Tops Park, see attached line drawing for the outline of mitigation area.
Mitigation Area 3

East Everglades Mitigation Area

A portion of County-owned East Everglades site

LEGAL DESCRIPTION
Lengthy legal description within East Everglades site, see attached line drawing for the outline of mitigation area.
ALPHA 250 NORTH

Legal Description of Property to be Conveyed

Folio Number 4842-21-12-0050

LEGAL DESCRIPTION

Parcel E, ALPHA 250 NORTH, according to the plat thereof, recorded in Plat Book 180, at Page 14 of the Public Records of Broward County, Florida, said land containing 22.07 acres, more or less.
SETTLEMENT PROCEEDS DISTRIBUTION AGREEMENT

THIS AGREEMENT ("Agreement") is made and entered into as of the Effective Date (as defined below), by and among the City of Sunrise, the City of Weston, the City of Hollywood, the City of Fort Lauderdale, the City of Lauderhill, the Town of Lauderdale-By-The-Sea, the City of Lighthouse Point, the City of Tamarac, the Town of Davie, the City of Plantation, the City of Coconut Creek, the City of Deerfield Beach, the City of Miramar, the City of Margate, the City of Cooper City, the City of North Lauderdale, the City of Coral Springs, and the Town of Southwest Ranches, all political subdivisions of the State of Florida, (individually each is a “Plaintiff Municipality,” collectively, the “Plaintiff Municipalities”) and any non-plaintiff municipalities that were party to the November 1986 Interlocal Agreement with Broward County for Solid Waste Disposal Services, as amended, (the “Interlocal Agreement”) the Settlement Agreement with the County regarding the Litigation concerning equitable distribution under the Interlocal Agreement and approve and execute this Agreement (individually each is a “Non-Plaintiff ILA Municipality,” collectively, the “Non-Plaintiff ILA Municipalities”) (collectively, the Plaintiff Municipalities and Non-Plaintiff ILA Municipalities are the “Settling Municipalities”).

WITNESS:

WHEREAS, the Settling Municipalities and Broward County (the “County”) were parties to the Interlocal Agreement, which provided for the creation of the Broward Solid Waste Disposal District (“District”) and required the participating governmental entities to send the solid waste generated within their boundaries to be transported, delivered and disposed of at designated District waste disposal facilities; and

WHEREAS, the Settling Municipalities directed solid waste generated within their boundaries to be disposed of at the designated District waste disposal facilities; and

WHEREAS, the tonnage directed to District waste disposal facilities in 2012 by the parties to the Interlocal Agreement is reflected in the 2012 Tonnage Schedule, attached and incorporated into this Agreement by this reference as Exhibit “A” (the “2012 Tonnage Schedule”); and

WHEREAS, the Interlocal Agreement expired on July 2, 2013; and

WHEREAS, Section 15.2 of the Interlocal Agreement provided for the equitable distribution of the assets and liabilities of the District to the Settling Municipalities and the County upon the expiration of the Interlocal Agreement; and

WHEREAS, the Plaintiff Municipalities and the County disagreed as to the identification and distribution of the assets and liabilities of the District; and
WHEREAS, on June 28, 2013, the Plaintiff Municipalities filed a lawsuit against the County in the litigation styled City of Sunrise et. al v Broward County, 17th Judicial Circuit Court Case No. CACE-013-015660 (the “Litigation”), which sought a declaration regarding the assets and liabilities subject to equitable distribution; and

WHEREAS, the Settling Municipalities and the County entered into a Settlement Agreement (the “Settlement Agreement”) to settle the Litigation, which provides for the County to make certain payments into a trust account designated by the Plaintiff Municipalities, which is hereby designated to be the Weiss Serota Helfman Cole Bierman & Popok, P.L. Attorney IOTA Trust (the “Trust Account”); and

WHEREAS, pursuant to the Settlement Agreement, funds deposited into the Trust Account by the County (the “Trust Account Funds”) are to be distributed to the Settling Municipalities pursuant to this Agreement among the Settling Municipalities that provides for pro rata allocation of expenses and pro rata distribution of funds based upon the 2012 Tonnage Schedule; and

WHEREAS, the Settling Municipalities desire to enter into this Agreement to provide for the pro rata allocation of expenses and pro rata distribution of Trust Account Funds under the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged and agreed upon, the parties agree as follows:

1. **Recitals:** The above recitals are true and correct and are incorporated into this Agreement by this reference.

2. **Cash Payment to Settling Municipalities:** Within 30 days after the County deposits the Cash Amount (as defined in the Settlement Agreement) into the Trust Account, each Settling Municipality shall receive a distribution from the Trust Account (each is a “Settlement Payment”) equal to each Settling Municipality’s pro rata share allocation of the Cash Amount deposited, based on the 2012 Tonnage Schedule, minus each Settling Municipality’s pro rata share of the costs and expenses set forth in this Section 2, based on the 2012 Tonnage Schedule, plus a credit to a Settling Municipality for all of such costs and expenses previously paid by it:
   A. $119,736.08, which shall be paid to the City of Fort Lauderdale for the services of its internal auditor provided to, and approved by, the governing board of the District (the “RRB”) but never paid by the County;
B. $14,104.00, which shall be paid to plaintiffs’ counsel for the legal analysis provided to, and approved by, the RRB but never paid by the County;
C. $294,955.69, which has been paid or is due from the Plaintiff Municipalities for litigation expenses, including attorney fees, expert fees and costs to be reimbursed to the Plaintiff Municipalities; and
D. $75,000.00 to plaintiffs’ counsel to be held in the Trust Account to be used to pay for attorneys’ fees and costs incurred after December 31, 2014, including those related to passage and implementation of the Settlement Agreement and this Agreement, and to ensure compliance in the future. Any funds remaining from the $75,000.00 held in the Trust Account after the Alpha 250 sale shall be distributed pro rata to the Settling Municipalities based upon 2012 tonnage (and if there are insufficient funds they will be deducted from the Alpha 250 sales proceeds prior to distribution).

3. **Alpha 250 Property Sale Proceeds:**
   A. *Sale of Alpha 250.* Under the Settlement Agreement, the County and the Settling Municipalities agree to use their best efforts (and to take all reasonable steps) to sell the Alpha 250 site, as set forth in Section 2(A)(4) and Exhibit “E” of the Settlement Agreement (“Alpha 250”).
   B. *Payment of Alpha 250 Sales Proceeds.* Within 30 days after the County deposits the net Alpha 250 sales proceeds (as defined in, and subject to the deductions provided in, the Settlement Agreement) into the Trust Account (the “Alpha 250 Sales Proceeds”), each Settling Municipality shall receive a distribution from the Trust Account (each is a “Alpha 250 Payment”) equal to each Settling Municipality’s pro rata share allocation of the deposited Alpha 250 Sales Proceeds (minus unpaid expenses, if any) based on the 2012 Tonnage Schedule.

4. **Conditions Precedent; Effective Date:**
   A. *Conditions Precedent.* To be effective, this Agreement is subject to (i) the Settlement Agreement becoming effective, and (b) this Agreement being approved and executed by all of the Plaintiff Municipalities.
   B. *Effective Date.* The date of the last approval and execution of this Agreement by a Settling Municipality is the “Effective Date” of this Agreement.
5. **Entire Agreement**: This Agreement, and the Settlement Agreement, constitute the entire Agreement between the parties and supersedes and cancels any other Agreement, representation, or communication, whether oral or written, between the parties, relating to the transactions contemplated in it.

6. **Headings**: The section and subsection headings in this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretations of this Agreement.

7. **Governing Law**: This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Florida.

8. **Counterparts**: This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

9. **Venue**: If litigation shall be instituted between the parties regarding the provisions of this Agreement, venue shall be in Broward County, Florida.

10. **Joint Preparation**: The preparation of this Agreement has been a joint effort of the parties hereto and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

11. **Severability**: 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, and the parties agree to voluntarily amend any portion of this Agreement as necessary to comply with a Court order.

12. **Further Assurances**: At any time, and from time to time, after the Effective Date of this Agreement, each party will execute such additional instruments and take such action as may be reasonably requested by the other party, to confirm or otherwise to carry out the intent and purpose of this Agreement.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]
AGREEMENT AMONG THE SETTLING MUNICIPALITIES RELATING TO THE DISTRIBUTION OF THE RESOURCE RECOVERY BOARD ASSET LITIGATION SETTLEMENT PROCEEDS

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature: the SETTLING MUNICIPALITIES, signing by and through their respective Mayors, duly authorized to execute same.

MUNICIPALITY

ATTEST:

__________________________
Patricia Vancheri, City Clerk

By: _________________________
Jack Brady, Mayor

___ day of _____________, 2015

CITY OF NORTH LAUDERDALE

Approved as to form and legality:

By: _________________________
Samuel S. Goren, City Attorney

___ day of _____________, 2015

By: _________________________
Ambreen Bhatty, City Manager

___ day of _____________, 2015

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me on _____________, 2015, by _____________, as _____________ of ___________, Florida, a political subdivision of the state of Florida, who is personally known to me or who has produced _____________, as identification and did (did not) take an oath.

__________________________
NOTARY PUBLIC
My commission expires: __________________________

PRINTED Name of Notary

State of Florida at Large
## 2012 Tonnage Schedule

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<th>City</th>
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<th>% Tons</th>
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<td>Cooper City</td>
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<td>Davie</td>
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