CITY OF NORTH LAUDERDALE

COMMISSION MEETING

TUESDAY, FEBRUARY 24, 2015

REGULAR MEETING – 6:00 p.m.

AGENDA

1. INVOCATION AND PLEDGE OF ALLEGIANCE – Vice Mayor Graziose

2. ROLL CALL

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

3. APPROVAL OF MINUTES
   a. February 10, 2015

4. PRESENTATIONS
   a. Davidson Fixed Income Management/Portfolio Presentation – David Jang

5. PROCLAMATIONS
   a. Florida Department of Children and Families – “#saferby4 Campaign”
   b. Irish American Heritage Month - March

6. PUBLIC DISCUSSION
7. ORDINANCES SECOND READING

a. Ordinance – Second Reading – Moratorium on Community Facility (CF) Uses

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

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF NORTH LAUDERDALE, FLORIDA, ESTABLISHING A MORATORIUM ON THE APPROVAL OR ISSUANCE OF ANY NEW LICENSES OR PERMITS FOR COMMUNITY FACILITY (CF) USES WITHIN THE CITY UNTIL AUGUST 1, 2015; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

8. OTHER BUSINESS

a. RESOLUTION - Lobbying Services Contract – Ericks Consultants, Inc.

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

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF NORTH LAUDERDALE, FLORIDA, AUTHORIZING THE CITY MANAGER, TO RENEW THE ATTACHED LOBBYING SERVICES AGREEMENT BY AND BETWEEN THE CITY OF NORTH LAUDERDALE AND ERICKS CONSULTANTS, INC., FOR ANOTHER YEAR RETROACTIVE FROM JANUARY 1, 2015 TO DECEMBER 31, 2015; AUTHORIZING THE CITY MANAGER TO DO ALL THINGS NECESSARY TO CARRY OUT THE AIMS OF THIS RESOLUTION, AND, PROVIDING FOR AN EFFECTIVE DATE.

b. RESOLUTION - Sanitary Sewer Emergency Repairs on S.W. 81st Avenue
- Motion, second and vote to read
- Attorney reads title
- Staff presentation (Mike Shields)
- Commission motion and second to adopt
- Commission discussion
- Commission vote

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF NORTH LAUDERDALE, FLORIDA, AUTHORIZING THE CITY MANAGER TO AUTHORIZE PAYMENT OF $161,936.73 TO GIANNETTI CONTACTING WHO WAS HIRED TO MAKE THE EMERGENCY REPAIR TO THE DAMAGED SEWER LINE ALONG SW 81ST AVENUE FROM THE FUNDING AVAILABLE IN THE UTILITY FUND REPAIR AND MAINTENANCE ACCOUNT; AND PROVIDING AN EFFECTIVE DATE.**

c. **RESOLUTION - Bailey Road Wall Project**

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

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF NORTH LAUDERDALE, FLORIDA, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN ACCEPTABLE AGREEMENT WITH PRECAST WALL SYSTEMS INC IN AN AMOUNT NOT TO EXCEED $600,000 AND TO SET ASIDE $10,000 IN CONTINGENCY FUNDS FOR ANY UNFORESEEN COSTS ASSOCIATED WITH THIS PROJECT OUT OF THE PUBLIC WORKS DEPARTMENT 2014-15 CAPITAL BUDGET 3117073-563100 FOR THE DESIGN AND CONSTRUCTION OF A NEW BUFFER WALL ALONG BAILEY ROAD; AND PROVIDING AN EFFECTIVE DATE.**

d. **RESOLUTION - All-America City Award Nomination**

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

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF NORTH LAUDERDALE, FLORIDA, AUTHORIZING AND DIRECTING THE CITY MANAGER TO TAKE ALL STEPS NECESSARY TO SUBMIT AN APPLICATION FOR THE DESIGNATION OF ALL-AMERICA CITY TO THE NATIONAL CIVIC**
LEAGUE; PROVIDING FOR FINDINGS AND CONCLUSIONS WITH REGARD TO THE BENEFITS TO BE DERIVED BY ACCEPTING A DESIGNATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

9. REPORTS

10. COMMISSION COMMENTS

11. CITY MANAGER COMMENTS
   a. Saturday, February 28 – 11:00 am– 3:00 pm – Jack Brady Sports Complex Field 2 – Employee Appreciation Day

12. CITY ATTORNEY COMMENTS

13. ADJOURNMENT
CITY OF NORTH LAUDERDALE

COMMISSION MEETING

TUESDAY, FEBRUARY 10, 2015

MINUTES

The North Lauderdale City Commission met at the Municipal Complex on Tuesday, February 10, 2015. The meeting convened at 6:00 p.m.

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

2. ROLL CALL – Clerk called roll; all present.

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

3. APPROVAL OF MINUTES

   a. January 27, 2015 – Vice Mayor Graziose moved to approve the minutes as submitted. Seconded by Commissioner Hilton. Minutes approved unanimously by voice vote.

4. PRESENTATIONS

   a. Broadview Civic Association presentation to the North Lauderdale Fire Department – Joyce Clyde of SW 18th Court, representing Broadview Civic Association presented a donation of $1,000.00 to the North Lauderdale Fire Department toward the purchase of a golf cart. Chief Turpel expressed his thanks to the Association.

   b. Jerry Graziose, also representing the Broadview Civic Association, spoke of the “Safer by 4” conference he attended in Sunrise and reported on the increase in the number of infant deaths in Broward County, the most significant being preventable sleep-related deaths. There is a program called “DOSE”, Direct On Scene Education,
to train police and fire to look for certain things, and if there is no crib, the program will provide a pack-and-play where an infant can sleep to help prevent infant death. Graziose presented a check for $500.00 to the North Lauderdale Fire Dept. to get this program started in North Lauderdale. Chief Turpel thanked the Association and said he will work on getting the program started.

c. Presentation of $75,000 from the North Lauderdale Recreation Foundation to the City of North Lauderdale for the purchase of a new bus – Mike Sargis, as Executive Director of the NL Recreation Foundation, made this donation and commented that the City Commission needs to accept this donation. Vice Mayor Graziose moved to accept the donation. Seconded by Commissioner Wood. Motion passed unanimously by voice vote.

5. PROCLAMATIONS

a. Black History Month – “A Century of Black Life, History and Culture” – Clerk red Proclamation into the record.

6. PUBLIC DISCUSSION

Sam DePolito – SW 76th Terrace – Commented on his concerns about the generator noise from Teleperformance. Tammy Reed-Holguin, Community Development Director, explained the necessary process for the testing of these generators once a week. She said they have worked with Teleperformance to try to accommodate the surrounding neighbors and they have changed their schedule to accommodate the children on the playground at Morrow Elementary School. Newly installed generators have been required to have a sound barrier to muffle the sound.

Emerson James – SW 6 Court – Commented that the neighborhood has some issues with drug dealing and commercial parking of vehicles, including 40 foot box trucks. Mr. James asked for help with more police presence in the neighborhood. City Manager commented that BSO and Code enforcement will check into it.

7. OTHER BUSINESS

a. ORDINANCE – First Reading - Moratorium on Community Facility (CF) Uses

Attorney read:

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF NORTH LAUDERDALE, FLORIDA, ESTABLISHING A MORATORIUM ON THE APPROVAL OR ISSUANCE OF ANY NEW LICENSES OR PERMITS FOR COMMUNITY FACILITY (CF) USES WITHIN THE CITY UNTIL AUGUST 1, 2015; PROVIDING
FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

Tammy Reed-Holguin, Community Development Director, presented the item based on the back-up memorandum. On January 27, 2015, the City Commission approved Resolution #15-01-6139 ratifying a Notice of Intent to institute a moratorium which is presented tonight for first reading and consideration. Adoption of the attached Ordinance will impose the moratorium, upon approval, on any applications for issuance of any new licenses or permits for community facility uses for 180 days from the date of adoption, other than those that meet all three criteria prior to January 16th as outlined in the memorandum. Ms. Reed-Holguin stated that at the conclusion of the study they will present recommendations and amendments to the zoning code if applicable, taking them first to the Planning and Zoning Board for recommendation and then to the City Commission for consideration and approval. The Planning and Zoning Board considered the attached ordinance at their meeting on February 3, 2015 and after presentations by the Staff they voted unanimously to recommend approval to the City Commission. Public hearing opened. No one spoke. **Commissioner Wood moved to adopt.** Vice Mayor Graziose seconded. **Commissioner comments and discussion ensued regarding parking and safety issues; obtaining input from property owners and looking into pedestrian guidelines for the schools.** Attorney Goren commented that there is a Federal Statute referred to as a “Religious Land Use and Institutionalized Persons Act” which will be respected in the forthcoming recommendations from staff. For the record, Attorney Goren stated that he and this Commission will recognize the rights and religious freedoms provided for by that statute. **Clerk called roll. All in favor.**

**ORDINANCE PASSED AND APPROVED UNANIMOUSLY ON FIRST READING**

b. **RESOLUTION - SWAV 15-01 - Sign Waiver request for Gulf Gas Station (FKA Sunoco) 7120 Southgate Blvd.**

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

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

Tammy Reed-Holguin, Community Development Director, presented the item based on the backup memorandum. The applicant is seeking favorable signage to publicize the company by requesting the sign waiver. The requested signs will be placed on the canopy which is 100 feet long, so that they are less than the length of the canopy and meet the sign requirements. The business faces two major roads; Southgate Blvd and Rock Island Road. The sign waiver was
presented to the Planning and Zoning Board and February 3rd and they unanimously voted to make a recommendation to the City Commission for approval. If the Commission chooses to adopt the attached resolution, it would be subject to the condition that all applicable codes of the City regarding the installation of the signs shall be adhered to and all recommendations by staff are met. Joe Adinolfe, owner of Alternative Sign Group was present and stated that they are looking for permission to add a second logo on the existing canopy on the northwest corner of the Gulf gas station on Southgate. Commissioner Moyle moved to adopt. Seconded by Commissioner Wood. All in favor by voice vote.

RESOLUTION NO. 15-02-6141 PASSED AND ADOPTED UNANIMOUSLY

c. RESOLUTION - SWAV 15-02 - Sign Waiver request for Jeff’s Express Car Wash 1250 S. State Road 7

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

Attorney read:

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

Tammy Reed-Holguin, Community Development Director, presented the item based on the backup memorandum and a PowerPoint presentation, a copy of which is available in the City Clerk’s office. Ms. Reed-Holguin indicated that Jeff’s Express Car Wash is now open at 1250 S. State Road 7. City Commission previously approved a Site Plan for the renovation of this car wash – SPR 13-05. At that time a sign waiver was approved for larger letters on a canopy. At that time it was determined that a monument sign would not be feasible because of the landscaping. However, it has now been cleared out and a monument sign would be visible and are allowed at commercial sites. Mr. Fazio is requesting this sign waiver. The Planning and Zoning Board met on February 3rd and after presentation, they requested an additional condition of approval of the sign waiver which was that if there was any vegetation that would be impacted by the placement of monument signs relocation of that vegetation would be on site and done with an approved landscape permit. It was approved by the Planning and Zoning Board and there was no objection from Staff or the Applicant for this additional condition. Commission’s consideration and approval is requested for the sign waiver along with the five (5) conditions listed in the backup memorandum. Commissioner Moyle moved to adopt. Seconded by
**Commissioner Hilton.** Mayor Brady welcomed the applicant to the City and said it is a nice and affordable business for our residents. Jeffrey Michael Fazio, the applicant, stated that his family is happy to be operating car washes in South Florida and agreed to the conditions set forth in staff memorandum. **All in favor by voice vote.**

**RESOLUTION NO. 15-02-6142 PASSED AND ADOPTED UNANIMOUSLY**

d. **SUBJECT - First Amendment to Repurchase Agreement for Habitat for Humanity**

Tammy Reed-Holguin, Community Development Director, presented the item based on the backup memorandum. She stated that in 2012, Habitat for Humanity purchased three City owned lots in a common area that were escheated properties located at SW 74th Avenue and Kimberly Blvd. The purpose of the acquisition was to build townhomes for income eligible families. At the closing, part of the transaction was the signing of a repurchase agreement providing the City the option to repurchase the property should Habitat not obtain a certificate of occupancy for each unit within 730 calendar days from the closing date, which date would be February 20, 2015. Ms. Reed-Holguin indicated that Habitat is making progress but is requesting an 18 month extension to obtain their COs. Staff has no objection since they are close to having permits issued. Perry Ekton, Habitat’s Executive Director is present tonight to request Commission’s consideration and approval of this extension.

Commissioner Wood made a motion to approve the attached First Amendment to the Repurchase Agreement between the City and Habitat for Humanity of Broward, Inc. allowing an additional 18 months to obtain a Certificate of Occupancy for all units. Commissioner Moyle seconded the motion. No Commission discussion. MOTION PASSED UNANIMOUSLY BY VOICE VOTE.

Mr. Perry Ekton thanked the Commission and stated that they are making progress and look to break ground very soon.

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

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

Attorney read:

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF NORTH LAUDERDALE, FLORIDA, AUTHORIZING AND DIRECTING THE CITY MANAGER TO TAKE ALL STEPS NECESSARY TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH THE CITIES OF TAMARAC, CORAL SPRINGS, HALLANDALE BEACH, LAUDERHILL, MARGATE AND SUNRISE REGARDING A JOINT APPLICATION FOR FUNDING FROM FEMA’S ASSISTANCE TO FIREFIGHTERS GRANT PROGRAM. IF FUNDED, NORTH LAUDERDALE’S**
Chief Rodney Turpel thanked Deputy Chief Sweet and Susanna Laurenti for putting this grant together. He said it is pretty monumental that the cities are coming together jointly to apply for this grant as all the cities are in need to replace their apparatus. He mentioned that there is no conflict of interest, and hopes to come back in May with the news that we got the grant. Vice Mayor Graziose moved to adopt. Seconded by Commissioner Hilton. No Commission discussion. All in favor by voice vote.

RESOLUTION NO. 15-02-6143 PASSED AND ADOPTED UNANIMOUSLY

f. RESOLUTION –Teen/Recreation Center Floor Replacement Project

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

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

Mike Sargis, Parks and Recreation Director, presented the item based on the backup memorandum. Mr. Sargis commented that the current flooring is failing due to moisture in various portions of the building and needs to be replaced. He said they are looking to do a moisture study and start the process over. They have hired a new engineering company to recommend the steps needed to be taken to remove the existing floor down to the concrete, put in a moisture barrier and install a new floor. Mr. Sargis is seeking Commission’s approval of a resolution authorizing an agreement with East Coast Builder in an amount not to exceed $110,000. Commissioner Moyle moved to adopt. Seconded by Commissioner Hilton. All in favor by voice vote.

RESOLUTION NO. 15-02-6144 PASSED AND ADOPTED UNANIMOUSLY
g. SUBJECT – Sponsorship – Florida Sports Foundation Domino’s Tournament

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

City Manager Bhatty reported that Representative Hazel Rogers previously came before the Commission to request a partnership with the City for this event and to help promote their tournament. Commission’s approval is needed to ratify the expenditure. Commissioner Moyle moved to approve. Vice Mayor Graziose seconded. Motion passed unanimously.

ii. RESOLUTION – Recognizing Co-Sponsorship with Florida Sports Foundation

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

Attorney read:

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

Attorney Goren commented that this is an item for co-sponsored charities wherein a municipality can co-sponsor an event in compliance with the Broward Code of Ethics. Commissioner Wood moved to approve. Seconded by Vice Mayor Graziose. All in favor by voice vote.

RESOLUTION NO. 15-02-6145 PASSED AND ADOPTED UNANIMOUSLY

8. REPORTS - None

9. COMMISSION COMMENTS

a. Discussion and possible motion to purchase a table of 10 in the amount of $500.00 for the Aging & Disability Resource Center Fashion Show & Luncheon on Friday, February 13, 2015
Mayor Brady presented the item commented that he is involved in this event again. **Commissioner Moyle moved to approve the purchase. Seconded by Vice Mayor Graziose. All in favor by voice vote. Motion passed unanimously.**

Vice Mayor Graziose thanked City Staff regarding a letter received from Broward County regarding the canal in Broadview wherein they are going to re-do the banks on both sides of the canal so it will eliminate the need for a 12 foot wide road base behind the houses. He said this will make a lot of people happy.

Commissioner Moyle asked how we are proceeding with the large user agreement with the County regarding the infrastructure. City Manager Bhatty said the new finance director is compiling some new options for funding to address the issues including water and sewer infrastructure needs. She said in the meantime they have done work on Kimberly Blvd. and are working some others. They are also looking for appropriations from the state.

Commissioner Wood thanked City Manager and Department Heads for their taking time to orient him to the City. He said he is looking forward to seeing “shovels in the ground” with regard to the infrastructure issues of the City.

Commissioner Moyle asked about the City’s five year plan and City Manager Bhatty explained that once funding is determined, they will see what critical areas need to be addressed first in going forward.

10. **CITY MANAGER COMMENTS**

   a. **Tuesday, February 24 - 3:30-5:30 - Complete Streets Workshop** – Mrs. Bhatty explained that this workshop is to try to promote an environment which will accommodate pedestrian and bicycle traffic. Public input will be translated into goals and objectives which can be adopted as part of a comprehensive plan, which would allow us to apply for grants.

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

   c. **Walk-on: Resolution authorizing City Manager to submit the Law Enforcement Assessment Bill to the Legislation**

City Manager Bhatty stated that our lobbyist has been putting the information together and we have the final draft of the Bill, and the Senate Bill was submitted last night and the deadline is the 25th.

Vice Mayor Graziose moved to read. Seconded by Commissioner Hilton. Attorney read:
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF NORTH LAUDERDALE, FLORIDA, AUTHORIZING THE CITY MANAGER TO TAKE ALL NECESSARY STEPS FOR THE FILING OF A GENERAL BILL WITH THE STATE OF FLORIDA LEGISLATURE; URGING THE LEGISLATURE OF THE STATE OF FLORIDA TO APPROVE A GENERAL BILL TO EXPAND THE ABILITY OF LOCAL GOVERNMENTS TO LEVY SPECIAL ASSESSMENTS TO FUND LAW ENFORCEMENT SERVICES; AUTHORIZING CITY ADMINISTRATION TO TAKE ALL NECESSARY ACTION CONSISTENT WITH THIS RESOLUTION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

City Manager Bhatty commented that Senator Chris Smith has agreed to be our sponsor on the Senate side and Representative Pilon, a retired police officer, will be a sponsor on the House side, and we are hoping this year the Bill will pass. Commissioner Moyle moved to approve. Seconded by Commissioner Wood. No discussion. All in favor by voice vote.

RESOLUTION NO. 15-02-6146 PASSED AND ADOPTED UNANIMOUSLY

City Manager Bhatty commented that our contract with the lobbyist expired and we have to renew the contract. She is hoping to keep the same terms as last year, and tonight is seeking Commission’s approval to negotiate with Ericks Consultants to renew the contract. Vice Mayor Graziose made a motion to add this item to the agenda at the next meeting. Commissioner Moyle seconded the motion. All in favor by voice vote. In the meantime, City Manager Bhatty asked for a consensus to negotiate the contract for the same cost of $30,000. All yes.

11.  CITY ATTORNEY COMMENTS

Attorney Goren commented that as the session begins, his office does a comprehensive list of pending local bills which impact cities that they will report on periodically.

He reminded the Commission of an upcoming ethics training. Mayor Brady asked Attorney Goren if he would be willing to give an ethics training at the Northwest Council of Elected Officials meeting hosted by North Lauderdale on March 16th. Attorney Goren agreed.

12.  ADJOURNMENT – There being no further business, the meeting adjourned at 7:38 p.m.

Respectfully submitted,

Patricia Vancheri, City Clerk
PROCLAMATION

WHEREAS, recent changes to the Florida Statutes now allow the Florida Department of Children and Families to broadly share child fatality information, which is useful in reducing, informing and educating communities about causes of child deaths; and

WHEREAS, #saferby4 was established to raise awareness, assist, inform and educate families about actions and steps to prevent child fatalities; and

WHEREAS, over 200 child deaths have been reported to the Department of Children and Families in Broward County over the last five years; an average of once every ten days; and

WHEREAS, nearly half of all child fatalities reported to the Department of Children and Families resulted from drowning, and for infants under the age of one year the most prevalent cause was accidental suffocation or strangulation from an unsafe sleep environment; and

WHEREAS, 77% of the Broward County children who died in the last five years were ages 3 and under; and

WHEREAS, deaths from drowning and unsafe sleep are preventable through information and education; and

WHEREAS, as part of the overall prevention strategy, the City of North Lauderdale is taking the pledge to become a #saferby4 community in Broward County.

NOW, THEREFORE, We, the City Commission of the City of North Lauderdale, Florida hereby proclaims support of the Florida Department of Children and Families’

#saferby4 Campaign

in the City of North Lauderdale and encourages all citizens to be informed and aware.

Dated this _______day of ___________ 2015.

_________________________________
MAYOR JACK BRADY
PROCLAMATION
IRISH AMERICAN HERITAGE MONTH

WHEREAS, by 1776 nearly 300,000 Irish Nationals had emigrated to the American colonies and played a crucial role in America’s War for Independence; and

WHEREAS, five signers of the Declaration of Independence were of Irish descent and three signers were Irish born; and

WHEREAS, Irish Americans helped to fashion a system of government for our young Nation; and

WHEREAS, twenty-two Presidents have proudly proclaimed their Irish American heritage; and

WHEREAS, in 1792 Irish born James Hoban provided the architectural plans for the White House and served as one of the supervising architects for the construction of the Capitol; and

WHEREAS, Irish born Commodore John Barry was recognized by the United States Congress n September of 2002 as the “First Flag Officer of the United States Navy”; and

WHEREAS, Commodore John Barry fought the last sea battle of the American Revolution off the coast of Florida; and

WHEREAS, in 1813 Captain Oliver Perry, an Irish American, achieved a major naval victory in the Battle of Lake Erie; and

WHEREAS, in 1942 the 5 Sullivan brothers made the ultimate sacrifice for democracy and freedom during the Naval Battle of Guadalcanal and later had the Destroyer USS Sullivan commissioned in their memory; and

WHEREAS, the Irish first came to Spanish “La Florida” in the 1500s – first as missionaries and mercenary soldiers and then as planters, traders, businessmen, doctors and administrators; and

WHEREAS, three of the Spanish Governors of “La Florida” were actually Irish military officers; and

WHEREAS, Fr. Richard Arthur, an Irish-born priest from Limerick who was appointed parish priest for St. Augustine in 1597 and ecclesiastical judge of “La Florida”, established the first public school in America and opened it to both boys and girls of all races; and

WHEREAS, Andrew Jackson, whose family came from County Antrim, served as Florida’s military governor following its acquisition by the United States; and

WHEREAS, since America’s inception, Irish Americans have provided and continue to provide leadership and service to this nation’s political, business and religious establishments; and

WHEREAS, it is fitting and proper to celebrate the rich cultural heritage and the many valuable contributions of Irish Americans.

NOW, THEREFORE, We, the City Commission of the City of North Lauderdale, Florida hereby proclaim the month of March, 2015 as

IRISH AMERICAN HERITAGE MONTH

Dated this ______day of _________2015

_____________________________________
MAYOR JACK BRADY
On January 27, 2015, the City Commission approved a resolution ratifying the notice of intent to institute the moratorium on the issuance of building permits and local business tax receipts for Community Facility (CF) uses throughout the City. After discussion, at the last Commission meeting on February 10th, the attached ordinance was approved on first reading. Tonight we are presenting the Ordinance for consideration of adoption on second reading.

BACKGROUND:
The current City Code of Ordinances limits non-commercial uses in commercial zoning districts. However, due to concerns raised by the Commission regarding the increase in number of non-commercial uses in commercial zoning districts and the impact they are having on the commercial properties and their users such as parking, safe access and co-location with businesses, staff was asked to re-assess this portion of the zoning code.

Adoption of the attached ordinance imposes a moratorium on the approval of any applications or the issuance of any new licenses or permits for Community Facility uses for 180 calendar days from the date of its adoption. This moratorium will not apply to projects meeting the three criteria as outlined in Section 2 of the Ordinance prior to January 16th. This time will afford the City’s professional staff with an opportunity to fully review the CF uses such as educational or vocational institutions; government offices or uses such as parks or police and fire departments; libraries; churches, synagogues or other places of worship. This review process will include, but not be limited to, research of Ordinances in Broward County and other municipalities, observance and documentation of related safety and Code issues and discussions with owners of commercial properties and operators of uses that are categorized as CF. At the conclusion of the study, staff will make recommendations for amendments to the zoning code if applicable and present them to the Planning & Zoning Board for a recommendation and, subsequently, to the City Commission for consideration of adoption.

The Planning and Zoning Board met on February 3, 2015 and after a presentation by staff, the Board voted unanimously to recommend approval to the City Commission.
The City Commission approved the Ordinance on first reading on February 10th after presentation by the staff and discussion. Tonight we are presenting the Ordinance for the Commission’s consideration on second reading and adoption.

RECOMMENDATION:

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

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF NORTH LAUDERDALE, FLORIDA, ESTABLISHING A MORATORIUM ON THE APPROVAL OR ISSUANCE OF ANY NEW LICENSES OR PERMITS FOR COMMUNITY FACILITY (CF) USES WITHIN THE CITY UNTIL AUGUST 1, 2015; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

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

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

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

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

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

WHEREAS, on January 27, 2015, the City Commission adopted Resolution 15-01-6139 which confirmed and ratified the City Manager’s January 16, 2015, Administrative Order; and,
WHEREAS, based upon the recommendations from City Administration, the City Commission deems it necessary and to be in the best interests of the health, safety, and welfare of the citizens and residents of the City of North Lauderdale, to impose a moratorium on the approval of any new applications or the issuance of any new licenses or permits for Community Facility uses within the City until August 1, 2015, to provide time for the City Administration to complete its review of zoning regulations relating to CF uses within the City, and for the City to consider potential amendments to the City’s zoning regulations based upon such review.

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

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

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

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

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

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

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

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


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

CITY OF NORTH LAUDERDALE, FLORIDA

APPROVED AS TO FORM:  
______________________  
MAYOR JACK BRADY

______________________  
SAMUEL S. GOREN, CITY ATTORNEY  
VICE MAYOR JERRY GRAZIOSE

ATTEST:

______________________  
PATRICIA VANCHERI, CITY CLERK
TO: Mayor and City Commission  
FROM: Ambreen Bhatti, City Manager  
DATE: February 24, 2015  
SUBJECT: Lobbying Services Contract – Ericks Consultants, Inc.

In October of 2009, the City Commission directed the City Manager to negotiate an agreement with Ericks Consultants, Inc. for lobbying services. After meetings with Ericks Consultants, the City Manager was able to reach an acceptable agreement and entered into the agreement. Since 2009, the agreement has been renewed every year.

The current agreement expired on December 31, 2014. Keeping in mind that the City Commission desires to submit the Law Enforcement Assessment bill to the Florida Legislation again this year, the Commission authorized the City Manager to negotiate the renewal of the agreement for one more year. Please be advised there is no change in the terms of agreement, including compensation from previous year. During this coming year, Ericks Consulting will continue to assist the staff and elected officials with major issues during the 2015 legislative session.

Attached is a copy of the contract for lobbying services for consideration and approval of the renewal.

RECOMMENDATION:

The City Administration recommends Commission’s consideration and approval of the attached resolution authorizing the City Manager to renew a lobbying services agreement by and between the City of North Lauderdale and Ericks Consultants, Inc. pursuant to the Section 6 of the current agreement retroactive from January 1, 2015 to December 31, 2015.
RESOLUTION NO. ________________

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF NORTH LAUDERDALE, FLORIDA, AUTHORIZING THE CITY MANAGER, TO RENEW THE ATTACHED LOBBYING SERVICES AGREEMENT BY AND BETWEEN THE CITY OF NORTH LAUDERDALE AND ERICKS CONSULTANTS, INC., FOR ANOTHER YEAR RETROACTIVE FROM JANUARY 1, 2015 TO DECEMBER 31, 2015; AUTHORIZING THE CITY MANAGER TO DO ALL THINGS NECESSARY TO CARRY OUT THE AIMS OF THIS RESOLUTION, AND, PROVIDING FOR AN EFFECTIVE DATE.

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

SECTION 1. The City Manager of the City of North Lauderdale, Florida, be and the same is hereby authorized, on behalf of the City of North Lauderdale to renew the Lobbying Services Agreement attached hereto and incorporated hereby by reference, pursuant to which agreement the City retain the services of ERICKS CONSULTANTS, INC. to provide Lobbying Services for the City of North Lauderdale retroactive from January 1, 2015 through December 31, 2015.

SECTION 2. The City Manager of the City of North Lauderdale, Florida, be and the same is hereby authorized and directed to all things necessary and expedient in order to effectuate the execution of and the performance of the Lobbying Services Agreement, described in Section 1 above, and to carry out the aims of this Resolution and the said Agreement.

SECTION 3. This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED BY THE CITY COMMISSION OF THE CITY OF NORTH LAUDERDALE, FLORIDA; THIS 24th DAY OF FEBRUARY, 2015.

APPROVED AS TO LEGAL FORM
BY CITY ATTORNEY:

_____________________________
SAMUEL S. GOREN, ESQUIRE

_____________________________
MAYOR JACK BRADY

_____________________________
VICE MAYOR JERRY GRAZIOSE

ATTEST:

_____________________________
CITY CLERK PATRICIA VANCHERI
LOBBYING SERVICES AGREEMENT BETWEEN
THE CITY OF NORTH LAUDERDALE AND ERICKS CONSULTANTS, INC.

THIS AGREEMENT made and entered into this 17th day of FEB, 2015, by and between:

CITY OF NORTH LAUDERDALE, FLORIDA
a municipal corporation
701 SW 71st Avenue
North Lauderdale, FL 33068
(hereinafter referred to as "CITY")

And

ERICKS CONSULTANTS, INC.
a Florida corporation
205 South Adams Street
Tallahassee, Florida 32301
(hereinafter referred to as "CONSULTANT")

IN CONSIDERATION of the mutual covenants and conditions herein expressed and of the faithful performance of all such covenants and conditions, CITY and CONSULTANT do mutually agree as follows:

Section 1. PURPOSE: The parties agree that the main purpose of this Agreement is for CONSULTANT to provide professional legislative consulting services, including but not limited to; representation at legislative meetings, state administrative and agency hearings, meetings or rule making proceedings, to assist CITY with State and Local Government regulatory agencies, and to assist the CITY in certain economic development or grant related (CBIR) activities.

Section 2. SCOPE OF SERVICES:

2.01 This Scope of Services between CITY and CONSULTANT and any and all Exhibits, will set forth the duties, obligations and responsibilities of CITY and CONSULTANT in the provision of legislative consulting services and related services for CITY. CONSULTANT shall specifically provide the services for issues as directed by the City Manager. CONSULTANT'S services during the term of this Agreement shall include, but not be limited to:

2.01.1 Work with the City Commission, City Manager's Office and the Broward County Legislative Delegation in developing a law enforcement assessment or other legislation proposed by the CITY through special or general legislation as directed by the City Manager.

2.01.2 Testify and Lobby during and prior to the Legislative Session(s), Governor and Cabinet, as necessary, on behalf of the City of North Lauderdale, including Legislative Committee meetings and the various meetings of the Broward County Legislative Delegation.
2.01.3 Appear and testify before State agency hearings, rule-making proceedings and other administrative and legislative meetings, as necessary, in order to promote and seek passage of legislation affecting the CITY as directed by the City Manager.

2.01.4 Coordinate appointment/meetings between the Mayor, City Commissioners, and other City Staff, upon the City Manager's request, with appropriate State officials/legislators.

2.01.5 Report regularly to the City Commission, City Manager, and other applicable staff as designated by CITY, through correspondence, informational bulletins, appearances before the City Commission, and personal briefings concerning legislation, rules, policy and program directions. This will include, but not be limited to, forwarding copies of appropriate bills to CITY, informing CITY of various meetings/hearings attended on CITY'S behalf, providing CITY with any applicable interim studies prepared by the House or Senate, clippings, information from the Florida Administrative Weekly which may be pertinent to CITY, and individually meeting with or contacting Mayor and City Commission on issues, as required by the City Manager.

2.01.6 CONSULTANT may be requested to provide specific services for additional issues. Said services shall be outlined in a separate scope of work approved in writing by the City Manager and incorporated herein as an Exhibit to this Agreement.

2.01.7 CONSULTANT shall assist the City with other areas of interest (i.e. CBIRs, appropriations etc.), as directed by the City on an as needed basis.

2.02 The CONSULTANT shall provide the City Commission and the City Manager's office with periodic reports during the time that the Florida Legislature has been called into regular and special session. The CONSULTANT will update the CITY MANGER by email a minimum of once a week on the current status of the legislation specifically proposed by the CITY. Additionally, the CONSULTANT shall be required to send immediate alerts to the City Manager's office when any immediate action may be required to be taken by the CITY or any action is being contemplated by the Florida Legislature which will directly impact the CITY. Furthermore, the CONSULTANT shall make appointments for and accompany the Mayor, Commission and City Manager in conjunction with the Broward Days Tallahassee Program or similar visitation program for City officials during the regular session as well as arranging trips to Tallahassee for staff or elected officials when required to address specific issues affecting the City of North Lauderdale. Additionally, the CONSULTANT shall enhance the Legislative program process by initiating discussions, conferences and meetings with the CITY, by and through its elected representatives and Senior Management staff personnel, prior to the commencement of the Regular Session of the Legislature.

Section 3. RESPONSIBILITIES OF CITY:

3.01 CITY shall designate the City Manager as the lead staff person to coordinate with CONSULTANT; however, other individuals may be designated by City Manager from time to time.
3.02 CITY shall have appropriate staff available as required to discuss issues with CONSULTANT. CITY acknowledges that, especially during the legislative session, it is important to have the appropriate staff available.

3.03 CITY shall use its best efforts in cooperating with CONSULTANT in providing the information and documentation necessary to CONSULTANT in the performance of the Legislative Consulting Services under this Agreement.

Section 4. CONSULTANT RESPONSIBILITIES:

4.01 CONSULTANT shall perform the scope of services, as set out in Section 2 and throughout this Agreement, as the Legislative Consultant. This list shall not be deemed to be all-inclusive and may be changed from time to time as authorized by City Commission.

4.02 All correspondence shall be directed through the City Manager or his designee.

4.03 CONSULTANT shall devote reasonable and sufficient time to representation of CITY to achieve satisfactory results. CITY recognizes that CONSULTANT has other clients for legislative representation.

Section 5. INDEPENDENT CONTRACTOR STATUS:

5.01 CONSULTANT and their employees, subcontractors, volunteers and agents, shall be and remain independent contractors and not agents or employees of CITY with respect to all of the acts and services performed by and under the terms of this Agreement. This Agreement shall not in any way be construed to create a partnership, association or any other kind of joint undertaking or venture between the parties hereto.

5.02 CITY will not be responsible for reporting or paying employment taxes or other similar levies which may be required by the United States Internal Revenue Service or other state agencies.

Section 6. TERM OF AGREEMENT:

6.01 The term of this Agreement shall commence on January 1, 2015 and continue up through and including December 31, 2015, unless terminated earlier pursuant to Section 11 of this Agreement. This Agreement may be renewed by CITY for one (1) additional one (1) year term subject to satisfactory performance by CONSULTANT, upon the determination by CITY that renewal is in the best interest of CITY and approval by City Commission. Such renewal shall be evidenced through the execution of a written amendment to this Agreement executed by both parties.

Section 7. COMPENSATION:

7.01 CONSULTANT shall be paid as follows:

7.01.1 CITY shall pay CONSULTANT an annual fee of $30,000 payable in twelve equal monthly payments of $2,500. Although CITY will not compensate the independent contractor on an hourly basis, prior to payment by CITY, CONSULTANT shall provide the City Manager a statement as to the types of services provided to CITY no later than the 1st day of each month following the month in which the services
were provided. This statement shall include, but not be limited to, the type of service provided and an indication of person/committees/agencies with whom CONSULTANT met. This statement shall also include a summary of services provided and approximate time spent by CONSULTANT on behalf of the CITY during this period.

7.01.2 The fee established in this Section shall be inclusive of all expenses of CONSULTANT, for travel and per diem, telephone expense, photocopying and mailing expenses.

7.01.3 Any additional expenses to be incurred by CONSULTANT shall be approved in advance by City Manager. Said approval shall be in writing to CONSULTANT and may be submitted to CONSULTANT via facsimile or email.

Section 8. WARRANTIES:

8.01 CONSULTANT warrants to CITY that the services performed hereunder shall be performed in a professional manner, and that such services and be of the highest quality.

8.02 CONSULTANT warrants to CITY that they shall comply with all applicable federal, state and local laws, regulations and orders in carrying out their responsibilities under this Agreement.

8.03 CONSULTANT warrants to CITY that they are not insolvent, they are not in bankruptcy proceedings or receivership, nor are they engaged in or threatened with any litigation or other legal or administrative proceedings or investigations of any kind which would have an adverse effect on their ability to perform their obligations under this Agreement.

8.04 No warranty, expressed or implied, may be modified, excluded or disclaimed in anyway by CONSULTANT. All warranties shall remain in full force and effect subsequent to the provision of all specified services and/or the duration of this Agreement.

Section 9. INDEMNIFICATION:

9.01 GENERAL INDEMNIFICATION: CONSULTANT shall indemnify, defend, save and hold harmless the CITY, its officers, agents and employees, from any and all claims, damages, losses, liabilities and expenses direct, indirect or consequential, arising out of or alleged to have arisen out of or in consequence of the operations of the CONSULTANT or their subcontractors, agents, officers, servants, independent contractors or employees pursuant to this Agreement, specifically including but not limited to those caused by or arising out of any act, omission, default or negligence of the CONSULTANT in the provision of the services under this Agreement.

9.02 CONSULTANT shall pay all claims, losses, liens, fines, settlements or judgments of any nature whatsoever in connection with the foregoing indemnifications including, but not limited to reasonable attorney's fees and court and arbitration costs. These indemnifications shall survive the term of this Agreement.

9.03 CONSULTANT shall defend all actions in the name of CITY when applicable, however, CITY reserves the right to select their own legal counsel to conduct any defense in any such
proceeding and all costs and fees associated therewith shall be the responsibility of CONSULTANT under this indemnification agreement. Nothing contained herein is intended nor shall be construed to waive CITY'S rights and immunities under the common law or Florida Statutes 768.28 as amended from time to time.

Section 10. DEFAULT:

10.01 In the event CONSULTANT shall default in any of the terms, obligations, restrictions or conditions of the Agreement, CITY shall give CONSULTANT written notice by certified mail of the default and that such default shall be corrected or actions taken to correct such default shall be commenced within three (3) calendar days thereof. In the event CONSULTANT fails to correct the condition(s) of the default or the default is not remedied to the satisfaction and approval of CITY, CITY shall have all legal remedies available to it, including, but not limited to, termination of this Agreement; in which case, CONSULTANT shall be liable for all re-procurement costs and any and all damages permitted by law arising from the default and breach of this Agreement.

Section 11. TERMINATION:

11.01 TERMINATION FOR CONVENIENCE OF CITY: Upon thirty (30) calendar days written notice delivered by certified mail, return receipt requested, to CONSULTANT, CITY may, without cause and without prejudice to any other right or remedy, terminate this Agreement for CITY'S convenience, whenever CITY determines that such termination is in the best interest of CITY. Upon receipt of the notice of termination for convenience, CONSULTANT shall promptly discontinue all work at the time. CONSULTANT shall be paid for all work properly performed prior to the effective date of termination.

11.02 CONSULTANT may terminate this Agreement by providing thirty (30) calendar days advance written notice to CITY of termination in the manner of notice specified herein.

Section 12. PERMITS, FEES AND LICENSES:

12.01 CONSULTANT shall secure and pay for all permits and governmental fees, licenses, lobbying authorization/certification and charges necessary for the proper execution and completion of the work.

Section 13. TAXES:

13.01 CONSULTANT agrees to pay all applicable sales, consumer use and other similar taxes required by law.

Section 14. AUDIT RIGHTS:

14.01 CITY reserves the right to audit the records of CONSULTANT, as they apply to CITY, at any time during the performance and term of the Agreement and for a period of three (3) years after completion and acceptance by CITY. If required by CITY, CONSULTANT agrees to submit to an audit by an independent certified public accountant selected by CITY. CONSULTANT shall allow CITY to inspect, examine and review the records of CONSULTANT at any and all times during normal business hours during the term of the Agreement.
Section 15. CONFLICT OF INTEREST:

15.01 CONSULTANT covenant that no person under their employ who is presently exercised any functions or responsibilities in connection with this Agreement has any personal financial interests, direct or indirect, with CITY. CONSULTANT further covenant that, in the provision of the services set out in this Agreement, no person having such conflicting interest shall be employed. Any such interests or perception of such interest on the part of CONSULTANT, or their employees, must be disclosed in writing to CITY prior to acceptance of the engagement.

15.02 CONSULTANT is aware of the conflict of interest laws of the Municipal Code of the State of Florida, Chapter 112, Florida Statutes, as amended, and agree that they will fully comply in all respects with the terms of said laws.

15.03 During the Term of this Agreement, and for a period of six (6) months following the Term’s conclusion, or for six (6) months after the date on which the CITY terminates the Agreement, the CONSULTANT is prohibited from lobbying the City Commission, City Manager, or any City Employees on any matter that will or maybe presented to the City Commission or City Manager for final approval, final award, or any related consideration. This prohibition on lobbying, includes, but is not limited to meetings, telephone calls, e-mail, letters, memoranda, notes, or any other form of verbal or written communication intended to influence or persuade a member of the City Commission, the City Manager, or any City Employee on any land use, land development, contract, employment, or any other City related matter.

15.04 CONSULTANT warrants that they have not employed or retained any person employed by CITY to solicit or secure this Agreement and that they have not offered to pay, paid or agreed to pay, any public official or person employed by CITY any fee, commission, percentage, brokerage fee, or gift of any kind contingent upon or resulting from the award of this privilege.

15.05 CONSULTANT will provide to the CITY a list of all clients in order for the CITY to determine matters where the representation will be adverse to the CITY or where the representation would require the CONSULTANT to advocate or oppose any position contrary to a stated or intended position of the CITY on the same or a similar issue. The CONSULTANT will disclose a list of all current clients and will notify the City of all future clients immediately in writing. The CONSULTANT may seek a waiver of the conflict from the CITY, but the granting of the waiver will be solely within the discretion of the CITY.

Section 16 ASSIGNMENT:

16.01 CONSULTANT shall not assign, or transfer their rights, title or interests in the Agreement; nor shall CONSULTANT delegate any of the duties and obligations undertaken by CONSULTANT without CITY’S prior written approval.

Section 17 NON-DISCRIMINATION AND EQUAL OPPORTUNITY EMPLOYMENT:
17.01 During the performance of the Agreement, CONSULTANT shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin, CONSULTANT will take affirmative action to ensure that employees are treated during employment, without regard to their race, creed, color, or national originality. Such action must include, but not be limited to, the following: employment, upgrading; demotion or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, CONSULTANT shall agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this non-discrimination clause.

Section 18. **NON-EXCLUSIVITY:**

18.01 This Agreement is considered a non-exclusive Agreement between the parties. CITY shall have the right to purchase the same kind of services to be provided by CONSULTANT hereunder from other sources during the term of this Agreement.

Section 19. **GOVERNING LAW; VENUE:**

19.01 The validity, construction and effect of this Agreement shall be governed by the laws of the State of Florida.

19.02 Any claim, objection or dispute missing out of the terms of this Agreement shall be litigated in the Seventeenth Judicial Circuit, in and for Broward County, Florida.

Section 20. **ATTORNEY'S FEES AND COSTS:**

20.01 The prevailing party with a judgment subsequent to any claim, objection or dispute arising out of the terms of this Agreement shall be entitled to an award of all reasonable attorney's fees, interest and court costs incurred by such prevailing party against the losing party including reasonable appellate attorney's fees, interest and taxable costs.

Section 21. **ENTIRE AGREEMENT:**

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

Section 22. **CUMULATIVE REMEDIES:**

22.01 The remedies expressly provided in this Agreement to CITY shall not be deemed to be exclusive but shall be cumulative and in addition to all other remedies in favor of CITY now or hereafter existing at law or in equity.

Section 23. **SEVERABILITY:**
23.01 Should any part, term or provision of this Agreement be by the courts decided to be invalid, illegal or in conflict with any law of this State, the validity of the remaining portions or provisions shall not be affected thereby.

Section 24. CONSTRUCTION OF AGREEMENT:

24.01 The terms and conditions herein are to be construed with their common meaning to effectuate the intent of this Agreement. All words used in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words in any gender shall extend to and include all genders.

Section 25. NOTICES:

Section 26. NOTICES

26.01 All notices or other communications required by this Agreement shall be in writing and deemed delivered upon mailing by registered United States mail, with return receipt requested, or by facsimile transmission with certification of transmission to the receiving party, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. For the present, the CONTRACTOR and the CITY designate the following as the respective places for giving of notice:

CITY: City Manager
City of North Lauderdale
701 SW71" Ave
North Lauderdale, Florida 33068
Telephone: (954) 724-7041 Facsimile: (954) 720-2151

COPY TO: Samuel S. Goren
City Attorney
Goren, Cherof, Doody & Ezrol, P.A.
3099 East Commercial Boulevard, Suite 200
Fort Lauderdale, FL 33308
Telephone: (954) 771-4500 Facsimile (954) 771-4923
sgoren@cityatty.com

CONSULTANT: David Ericks, President
Ericks Consultants, Inc.
205 South Adams Street
Tallahassee, Florida 32301-1720
Telephone: (850) 224-0880 Facsimile: (850) 224-5971
dave@ericksconsultants.com

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed, the day and year first above written.
CITY

ATTEST”

CITY OF NORTH LAUDERDALE, FLORIDA

PATRICIA VANCHERI, CMC, CITY CLERK

AMBREEN BHATTY, CITY MANAGER

OFFICE OF THE CITY ATTORNEY

CONTRACTOR
ERICKS CONSULTANTS, INC.

WITNESSED:

Print Name: __________________________

Print Name: __________________________

STATE OF FLORIDA
COUNTY OF

Sworn to (or affirmed) and subscribed before me this 17 day of FEB., 2015 by

DAVID ERICKS in his/her capacity as PRESIDENT of ERICKS
CONSULTANTS, INC., a Florida corporation, on behalf of the corporation.

Signature of Notary Public
State of Florida

☑ Personaly Known   OR
☐ Produced Identification
☐ Type of Identification Produced
TO: Mayor and City Commission

FROM: Ambreen Bhatty, City Manager

BY: Mike Shields, Public Works/Utilities Director

DATE: February 24, 2015

SUBJECT: Sanitary Sewer Emergency Repairs on S.W. 81st Avenue

As was reported at the January 13, 2015 City Commission meeting, a sanitary sewer pipe was damaged by a boring operation of Florida Power and Light (FPL) on S.W. 81st Avenue. Typically if an incident like this happens, the cost for damages caused by contractors is charged back to them due to the fact they are made aware of all possible conflicts before the boring. However, unfortunately, in this case the City Staff was able to locate and notify FPL of all other utility lines in the area with the exception of this sewer pipe which was buried 16 feet deep. The damage caused was significant enough to call for emergency repairs right away. With this situation being critical, the staff contacted three firms and Giannetti Contracting was the only company to reply and able to mobilize immediately. This vendor had done work for the City in the past to staff’s satisfaction and was once again able to step in right away and finish the repairs in a timely and professional manner.

Based on Staff’s initial estimate, the Commission was notified that the repairs may cost up to $100,000. However, due to the depth of 16 feet and all of the other obstructions that had to be handled carefully, the repair took almost eight days to complete at a cost of $161,936.73, making it one of the most complicated and costly repair the City has ever incurred. Staff has been trying to explore partial reimbursements from the insurance company, FPL or FPL’s subcontractor, but to date we have not been successful.

RECOMMENDATION:

The City Administration recommends City Commission’s consideration and approval of the attached resolution authorizing the payment of $161,936.73 to Giannetti Contracting, who was hired to make the emergency repair to the damaged sewer line along SW 81st Avenue from funding available in the utility fund repair and maintenance account # 4013939-546590.
RESOLUTION NO. _______________

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF NORTH LAUDERDALE, FLORIDA, AUTHORIZING THE CITY MANAGER TO AUTHORIZE PAYMENT OF $161,936.73 TO GIANNETTI CONTACTING WHO WAS HIRED TO MAKE THE EMERGENCY REPAIR TO THE DAMAGED SEWER LINE ALONG SW 81ST AVENUE FROM THE FUNDING AVAILABLE IN THE UTILITY FUND REPAIR AND MAINTENANCE ACCOUNT; AND PROVIDING AN EFFECTIVE DATE.

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

Section 1: That the City Commission authorized the City Manager or her designee to enter into an agreement with Giannetti Contracting in an amount of $161,936.73 for the emergency repairs to S.W. 81st Avenue Sewer Pipe.

Section 2: Funding for this is available in the utility fund repair and maintenance account # 4013939-546590.

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 24th day of February, 2015.

APPROVED AS TO FORM:

__________________________________  _________________________
CITY ATTORNEY SAMUEL S. GOREN               MAYOR JACK BRADY

________________________________________
ATTEST:

________________________________________
CITY CLERK PATRICIA VANCHERI
TO: Mayor and City Commission

FROM: Ambreen Bhatti, City Manager

BY: Mike Shields, Public Works/Utilities Director

DATE: February 24, 2015

SUBJECT: Bailey Road Wall Project

In April 2014, the City Commission authorized the City to move forward with the last phase of the Bailey Road expansion project that included the installation of a buffer wall along north side of Bailey Road from east of Rock Island Road to west of 63rd Avenue. This project is a joint venture between the City of North Lauderdale and Broward County, where each party will equally share the total cost. In this regard the City and the County have both executed an agreement entering into this partnership.

The project includes approximately 2,800 linear feet of wall. Since the City’s desire is to match this wall with the other existing roadway walls within the City, the staff contacted the original vendor, Precast Wall System Inc., to submit a proposal. This vendor is also a sole source vendor and has installed similar walls in numerous other cities within the County. In addition, the vendor already has precast wall molds that were used in North Lauderdale along other roadways in the past.

Based on the proposal submitted by Precast Wall Systems, pricing quoted is close to the original installation per linear foot costs of the wall project back from 2006. Additionally, the City staff has researched neighboring cities that have installed similar walls and have determined that the Precast Wall Systems Inc., pricing per linear foot is in line with them. The total cost of the project is approximately $600,000 that includes the design, construction, paint and inspection cost. The City’s share of this total cost is $300,000. Pursuant to the executed Agreement with the County, the City will put up the total cost upfront and will be reimbursement by the County for their share of $300,000 once the project is completed. The staff is also requesting to set aside $10,000 in contingency funds for any unforeseen costs associated with this project. The anticipated startup date of this project is March 2015 with the completion date of end of June 2015.

RECOMMENDATION:

The City Administration recommends Commission’s approval of the attached resolution authorizing the City Manager to enter into an acceptable agreement with Precast Wall Systems, Inc. in an amount not to exceed $600,000 and to set aside $10,000 in contingency funds for any unforeseen costs associated with the project out of the Public Works Department 2014-15 Capital Budget 3117073-563100 for the design and construction of a new buffer wall along Bailey Road.
RESOLUTION NO. _______________

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF NORTH LAUDERDALE, FLORIDA, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN ACCEPTABLE AGREEMENT WITH PRECAST WALL SYSTEMS INC. IN AN AMOUNT NOT TO EXCEED $600,000 AND TO SET ASIDE $10,000 IN CONTINGENCY FUNDS FOR ANY UNFORESEEN COSTS ASSOCIATED WITH THIS PROJECT OUT OF THE PUBLIC WORKS DEPARTMENT 2014-15 CAPITAL BUDGET 3117073-563100 FOR THE DESIGN AND CONSTRUCTION OF A NEW BUFFER WALL ALONG BAILEY ROAD; AND PROVIDING AN EFFECTIVE DATE.

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

Section 1: That the City Commission authorized the City Manager or her designee to enter into an agreement with Precast Wall Systems Inc. in an amount not to exceed $600,000 and to set aside $10,000 in contingency funds for any unforeseen costs associated with the design and construction of a new buffer wall along Bailey Road.

Section 2: The City Commission agrees with the shared cost reimbursement of up to $300,000.00 from Broward County.

Section 3: Funding for this project is available in the 2014/15 Public Works Department’s Capital Budget 3117073-563100.

Section 4: That this Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED by the City Commission of the City of North Lauderdale, Florida this 24th day of February, 2015.

APPROVED AS TO FORM:

__________________________
CITY ATTORNEY SAMUEL S. GOREN

__________________________
MAYOR JACK BRADY

__________________________
VICE MAYOR JERRY GRAZIOSE

ATTEST:

__________________________
CITY CLERK PATRICIA VANCHERI
**Precast Wall Systems, Inc.**

1888 NW 22nd Court • Pompano Beach, FL 33069  
Phone: (954) 973-8488 Fax: (954) 973-7772  
License No: 055-193155

| Name: | City of North Lauderdale | Date: | November 25th, 2014 | By: RES/ma |
| Address: | 701 SW 71st Ave | Ship To: | Bailey Road | |
| City: | North Lauderdale, FL 33068 | Ship City: | North Lauderdale | |
| Phone: | 954-722-0900 | E-Mail: | mshields@nlauderdale.org |
| Attn: | Mike Shields- Glenn Ray | E-Mail: | gray@nlauderdale.org |

### Section #1 - Installed Quotation:

<table>
<thead>
<tr>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Quote is per current Building Code:</td>
</tr>
<tr>
<td>approx.</td>
</tr>
<tr>
<td>1,034 LF of 8' High Cut Coral Wall @ $98.00 PLF</td>
</tr>
<tr>
<td>1,793 LF of 10' High Cut Coral Wall @ $148.00 PLF</td>
</tr>
<tr>
<td>2 Year Warranty - 2 Color - Faux @ $11.00 PLF</td>
</tr>
<tr>
<td>Paint: 7 Year Warranty - 2 Color - Faux @ $13.30 PLF</td>
</tr>
<tr>
<td>Tree and Shrub removal</td>
</tr>
<tr>
<td>Temp Fence, All Tie Ins, and Aluminum fence with fan guards 1 canal (both sides)</td>
</tr>
<tr>
<td>4&quot; thick poured in place concrete - entire length of wall from curb to wall line</td>
</tr>
<tr>
<td>Back fill between gravity wall and precast wall with #57 Rock Approx.</td>
</tr>
<tr>
<td>Sod - Approx 28,272 Sq Ft @ $0.50 Per Sq Ft</td>
</tr>
<tr>
<td>Minor grading and spreading of spoils as needed</td>
</tr>
<tr>
<td>M.O.T</td>
</tr>
</tbody>
</table>

**Note:** All areas of wall taller than 8' high the base panel shall be smooth finish not cut coral

Customers shall be billed for actual amount of wall installed. This is an approximate estimate.

This Quote explicitly excludes any and all provisions and remedies for sub standard soil conditions of any kind.

**M.O.T Maintenance of Traffic - if required**

**Note:** Prices are valid for 30 days from date of quotation

**Note:** This quote excludes soft digging for conflicts with utilities or other obstructions that may occur.

**Note:** Wall shall be erected on centerline of survey. Placed by owner survey crew. Stake Hub & Tac at 50' intervals. Stakes to be labeled centerline of wall and finish grade to be staked at 100' intervals

**Note:** Prices are valid for 30 days from date of quotation

**Note:** Preliminary pricing only. Job site must be seen before final pricing.

| Type: | Cut Coral |
| Height: | 8 Ft and 10 FT |
| Post Centers: | 20 FT |
| Panel Cap (Integral Part of Wall): | S-Cap |
| Permit Running Fee | $0.00 |
| Actual Permit Cost - To Be Determined | TBD |

**Concrete Color:** Gray Portland

**PWS, Inc.** products shall be supplied with our standard finish (not architecturally) Blemishes & marks from stacking, shipping, damage and handling will not be removed by PWS, Inc.

**Scheduled Wall Erection Date:** Subject to placement of order in writing.

**Casing/Sono-Tubes (If Necessary):** 8 FT Tall (Or Less) - $225.00/Hole
Above 8 FT Tall - $325.00/Hole

**Engineering - James Bushhouse**

**Shop Drawings & Calculations Only (To be provided by PWS, Inc.)**

| Total For Section #1 Only + Actual Permit Cost TBD | $602,541.22 |

**Optional Items:**

<table>
<thead>
<tr>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Agc-Graffiti Grounting of Panels &amp; Posts (20° Ctr.)</td>
</tr>
<tr>
<td>$9,894.50</td>
</tr>
</tbody>
</table>

**Note:** Any options executed in Section #2 are in addition to Section #1 Total.

**Note:** Any berm required must be 2500 PSF

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**This Proposal Must Be an Addendum to Any & All Contracts Issued.**

Initial Date Initial Date
**Owner's Responsibility - Section #3**

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>On one side of wall line a minimum of 25' of clear unobstructed level ground is required for construction of wall</td>
</tr>
<tr>
<td>2</td>
<td>Permit cost; site plan, DRC, beautification approval and any other approvals, site plans and sealed surveys</td>
</tr>
<tr>
<td>3</td>
<td>Rills</td>
</tr>
<tr>
<td>4</td>
<td>Backfilling</td>
</tr>
<tr>
<td>5</td>
<td>Landscaping</td>
</tr>
<tr>
<td>6</td>
<td>Site preparation/berms must meet 2500 PSI</td>
</tr>
<tr>
<td>7</td>
<td>Owner agrees price does not include labor or material necessary for; buried debris, concrete of any kind, clearing of stumps, boulders or garbage</td>
</tr>
<tr>
<td>8</td>
<td>Final surveys needed for final inspection. If permit expires due to lack of final surveys, Owner/GC is responsible for all cost incurred.</td>
</tr>
<tr>
<td>9</td>
<td>Survey - see section #1 for requirements</td>
</tr>
<tr>
<td>10</td>
<td>Site grade to be minus 6&quot; at wall</td>
</tr>
<tr>
<td>11</td>
<td>Cao rock: No drilling of rock included in price</td>
</tr>
<tr>
<td>12</td>
<td>De-watering of fence line - if needed</td>
</tr>
</tbody>
</table>

**Terms:**

**Item 1** Change Order:
No work can be changed without a change order. Change orders must be given prior to change. Change orders must have an authorized signature.

**Item 2** Painting:
If wall is to be painted, wall must be pressure cleaned first and any treatment that would be necessary to satisfy the paint manufacturer requirements.

**Item 3** Site Preparations:
PWS, Inc. calls for underground locations. However, this does not mean that we locate lines or cables. If we have to dig and find buried cables or plumbing, an extra charge will be made. The lines that the locating companies do not locate will be the owner's responsibility to locate. If owner or owner’s representative (not PWS, Inc.) fails to locate unknown/unmarked utilities, PWS, Inc. shall be held harmless. It is the owner or owner’s representative responsibility to locate and mark any new lines on the property. Site preparations shall be done by either the engineering co., site contractor or owner (not PWS, Inc.). If our crews are put on a stand by condition, while any decisions are being made, we expect to be compensated.

**Item 4** Color: Concretes:
PWS, Inc., will not be responsible for uniformity of color or guarantee color match of any kind.

**Item 5** Mobilization Charge:
If for any reason other than our own, we are forced to leave the job site, there will be a charge of $1,500.00 per vehicle, per occurrence, to and from the job site.

**Item 6** Measurement of Job:
The entire length of job will be measured, including any extra large poles, such as 24"x24" columns. Prices are adjusted to compensate for the footage cost of wall.

**Item 7** This Proposal must be an addendum to any contracts issued.

**Item 8** No Credit will be given for deductions on quantity orders once contract has been established. Any additional footage will be charged at stated price.

**Item 9** PWS, Inc. is not responsible for any damage to trees (roots, limbs, etc.).

**Item 10** It shall be the sole responsibility of the owner/GC to de-energize any power lines that interfere with the legal installation of the wall, pertaining to OSHA mandated clearance for said powerlines. There will be no exceptions to this clause. This must be made a part of any contract issued.

**Item 11** All contracting parties shall act respectfully and hereby agree to mediate disputes. However, a party’s right to immediately file suit notwithstanding any mediation efforts is preserved so that any litigation shall proceed independently and/or concurrently.

**ACCEPTANCE OF PROPOSAL:**
Upon acceptance and signing by both parties this becomes a binding contract.

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**Authorized Signature**

**Date**

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**Authorized Signature**

**Total**

**Terms:** UPON COMPLETION UNLESS OTHERWISE NOTED. Invoices in by the 25th of the month, payment by the 10th to 15th of following month. Retainage held no longer than 30 days. All accounts not paid within 30 days of original billing date shall be subject to a service charge of 1% per month. In the event that it shall become necessary to collect the herein described sums, or any part thereof, the purchaser shall pay all costs thereof, including reasonable attorney's fees.
TO: Mayor and City Commission

FROM: Ambreen Bhaty, City Manager

BY: Mike Sargis, Assistant City Manager/Parks and Recreation Director
    Susanna Laurenti, Grant Administrator

DATE: February 24, 2015

SUBJECT: All-America City Award Nomination

Each year, the National Civic League (NCL) accepts nominations from around the country for its prestigious All-America City Award competition. This coveted honor recognizes ten communities annually that have made a difference for residents through innovation, civic engagement and exemplary community problem-solving. In 2015, NCL will showcase cities that have made specific efforts to reach out to vulnerable boys and men.

We come before you tonight requesting support to nominate North Lauderdale as a 2015 All-America City. If successful, the positive attention generated by this effort could lead to increased economic opportunity for North Lauderdale residents as well as a boost in civic pride. The programs we intend to highlight in our application are the City’s highly popular Teen Club, the Fire Department’s Explorers Unit and a first-offender program administered by the Broward Sheriff’s Office that aims to divert juveniles from continued involvement with the justice system. All three of these efforts have positively impacted the lives of men and boys in our community, and therefore fit the criteria of this year’s All-America City Award competition.

The award application is due March 10 and the fee to apply is $100. If North Lauderdale is selected as one of 20 finalists, the City will be expected to send a delegation to NCL’s Award Conference in Denver in June. There, City officials will make an extensive presentation highlighting the reasons why North Lauderdale should be named a 2015 All-America City.

**RECOMMENDATION:**

The City Administration recommends that the City Commission consider and approve the attached Resolution authorizing and directing the City Manager to take all steps necessary to submit an application for the designation of All-America City to the National Civic League.
RESOLUTION NO.______________________________

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 THE DESIGNATION OF ALL-AMERICA CITY TO THE NATIONAL CIVIC LEAGUE; PROVIDING FOR FINDINGS AND CONCLUSIONS WITH REGARD TO THE BENEFITS TO BE DERIVED BY ACCEPTING A DESIGNATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the leaders of North Lauderdale are proud of the many positive attributes of our City, and;

WHEREAS, the National Civic League is accepting applications for its highly prestigious All-America City Award, and;

WHEREAS, City leaders believe that North Lauderdale is deserving of this designation, especially in light of the fact that the 2015 All America City Award competition will focus on programs benefiting boys and men, of which North Lauderdale has several, and;

WHEREAS, the City Commission finds that the receipt of such an award would benefit the City by bringing positive attention, increased economic stimulus and a greater sense of civic pride, and;

WHEREAS, the City Commission acknowledges that if chosen as a finalist the City will be expected to send a delegation to the National Civic League’s award conference in Denver in June, 2015,

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

Section 2.  That the City Manager be and the same is hereby authorized and directed to apply to the National Civic League for a 2015 All-America City Award designation.

Section 3.  That the City Commission finds and determines that it is in the best interest of the citizens and residents of the City of North Lauderdale, Florida, to accept said award.

Section 4.  The proper officers of City of North Lauderdale be, and each of them hereby is, authorized and directed to execute and deliver any and all papers, instruments, opinions, certificates, affidavits and other documents and to do or cause to be done any and all other acts and things necessary or proper for carrying out this resolution.

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

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

Section 7.  That this resolution shall take effect immediately upon adoption.
PASSED AND ADOPTED by the CITY COMMISSION of the City of North Lauderdale, Florida this 24th day of February, 2015.

APPROVED AS TO FORM:

__________________________________
SAMUEL S. GOREN, CITY ATTORNEY

___________________________________
MAYOR JACK BRADY

___________________________________
VICE MAYOR JERRY GRAZIOSE

ATTEST:

_______________________________
PATRICIA VANCHERI, CITY CLERK