AGENDA

1. INVOCATION AND PLEDGE OF ALLEGIANCE – Mayor Jack Brady

2. ROLL CALL

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

3. APPROVAL OF MINUTES

   a. [February 23, 2016]

4. PRESENTATIONS

   a. Florida League of Cities – Hometown Health Award to City of North Lauderdale (Aaron Carper)

   b. Broadview/Pompano Park Civic Association Presentations to:
      • North Lauderdale Fire Department  
      • North Lauderdale Parks and Recreation Department

5. PUBLIC DISCUSSION
6. OTHER BUSINESS

a. **RESOLUTION - Tyler Technology Annual Maintenance/License Payment**

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

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF NORTH LAUDERDALE, FLORIDA, AUTHORIZING PAYMENT OF THE “MUNIS” MAINTENANCE FEE IN THE AMOUNT NOT TO EXCEED $69,067.00 FOR THE PERIOD OF MARCH 2016 – MARCH 2017 TO TYLER TECHNOLOGIES, INC.; AND PROVIDING AN EFFECTIVE DATE.

b. **RESOLUTION - Change Order - Renovation to Aquatic Center**

- 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 OF NORTH LAUDERDALE, FLORIDA AUTHORIZING THE CHANGE ORDER EXPENDITURE OF $8,483.00 TO STUART MEAD ENTERPRISE FOR CHANGE ORDERS FOR THE RENOVATIONS TO THE AQUATIC CENTER. FUNDING IS AVAILABLE IN THE 2015/16 PARKS AND RECREATION DEPARTMENT CAPITAL BUDGET 3117071-563100; AND PROVIDING FOR AN EFFECTIVE DATE.

c. **RESOLUTION – Confirming the February 29, 2016 City Manager’s Administrative Order**

- Motion, second and vote to read
- Attorney reads title
- Staff presentation (Tammy Reed-Holguin)
- Commission motion and second to adopt
- Commission discussion
- Commission vote
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF NORTH LAUDERDALE, FLORIDA, CONFIRMING THE FEBRUARY 29, 2016 ADMINISTRATIVE ORDER ISSUED BY THE CITY MANAGER RELATING TO REVIEW OF USES INCLUDING GAS AND OIL FILLING STATIONS, AUTO SERVICE STATIONS, AUTO REPAIR AND SERVICE STATIONS, GARAGE INCLUDING MECHANICAL SERVICE, AND FOOD TAKE-OUT, RETAIL (CONVENIENCE STORES) IN ZONING DISTRICTS THROUGHOUT THE CITY; APPROVING AND AUTHORIZING THE CITY ADMINISTRATION TO CONDUCT SUCH REVIEW; PROVIDING FOR A TIME PERIOD FOR THE REVIEW; PROVIDING FOR LIMITATIONS ON ISSUANCE OF LICENSES AND PERMITS DURING THE TIME OF THE REVIEW; PROVIDING FOR LIMITATIONS ON THE PROCESSING OF QUASI-JUDICIAL AND ZONING ITEMS PERTAINING TO THESE USES; PROVIDING THAT THE ADOPTION OF THIS RESOLUTION COMMENCES THE AMENDMENT PROCESS FOR AMENDMENTS TO THE CITY’S CODE OF ORDINANCES RELATING TO THE ABOVE-MENTIONED USES WITHIN THE CITY; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

d. **RESOLUTION – Rental Lease Agreement between City of North Lauderdale and 2-1-1 Broward for Community Affairs Center – 7765 SW 10 Street**

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

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF NORTH LAUDERDALE, FLORIDA, AUTHORIZING THE CITY MANAGER OF THE CITY OF NORTH LAUDERDALE OR HER DESIGNEE, ON BEHALF OF SAID CITY, TO EXECUTE AND OTHERWISE ENTER INTO THE ATTACHED LEASE AGREEMENT BY AND BETWEEN 2-1-1 BROWARD, A NON-PROFIT FLORIDA CORPORATION AND THE CITY OF NORTH LAUDERDALE, FOR CITY OWNED PROPERTY LOCATED AT 7765 SW 10 STREET KNOWN AS COMMUNITY AFFAIRS CENTER, NORTH LAUDERDALE; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.
e. **RESOLUTION – Recognizing the Plight of Robert Levinson**

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

A RESOLUTION OF THE CITY OF NORTH LAUDERDALE, FLORIDA RECOGNIZING THE PLIGHT OF ROBERT LEVINSON AND DEMANDING HIS SWIFT AND SAFE RETURN TO HIS FAMILY; AND PROVIDING FOR AN EFFECTIVE DATE.

7. REPORTS

a. North Lauderdale Days Update (Mike Sargis)

b. Fire Dept./BSO Buckle Up Program (Chief Turpel and Captain Faer)

c. Employee Fitness Program (Chief Turpel)

8. COMMISSION COMMENTS

a. Commission Discussion and Consensus on MPO’s 1 Cent Surtax Program (Commissioner Graziose)

9. CITY MANAGER COMMENTS

a. Discussion and Direction on a Visioning Workshop

b. Upcoming Events
   - Silver Lakes Middle School Color Run – Saturday, March 12 – 9:00 am
   - Eggstravaganza – Jack Brady Sports Complex - Saturday, March 19 – 10:00 am
   - Welcome Home Vietnam Veterans Day Recognition – March 29 – 6:00 pm

10. CITY ATTORNEY COMMENTS

11. ADJOURNMENT

   CONVENE TO NORTH LAUDERDALE RECREATION FOUNDATION
CITY OF NORTH LAUDERDALE
COMMISSION MEETING
TUESDAY, FEBRUARY 23, 2016

MINUTES

The North Lauderdale City Commission met on Tuesday, February 23, 2016 at the Municipal Complex. The meeting convened at 6:00 p.m.

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

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

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

3. APPROVAL OF MINUTES

   a. February 9, 2016 – Commissioner Wood moved to approve the Minutes as submitted. Seconded by Vice Mayor Hilton. Minutes approved unanimously by voice vote.

4. PRESENTATIONS

   a. Certificate of Recognition to former Councilman Frank Del Vecchio – Attorney Goren commented that the family of Frank Del Vecchio was present this evening for the purpose of receiving a recognition for Mr. Del Vecchio’s service as a Councilman for terms from 1973-1977. Joe Del Vecchio, former Councilman Del Vecchio’s son was present to receive the recognition on behalf of the family and thanked the Commission for the recognition on behalf of his father who is recovering from surgery and could not attend. He commented that his father moved to the City in 1971 with the family was happy to have served and watch the City grow.
5. **PROCLAMATIONS**

a. **Women’s History Month – March** – Clerk read Proclamation into the record.

6. **PUBLIC DISCUSSION** – No one spoke.

7. **QUASI-JUDICIAL ITEMS**

a. **SUBJECT:** Site Plan - SPR 15-06
   BURGER KING/ MATTRESSFIRM
   McNab Road and Avon Lane, Outparcel #52
   (New Walmart Plaza)

   Final site plan review to permit development of a Burger King restaurant (2,402 square feet building) and a MattressFirm retail store (3,982 square feet building) in a General Business, (B-3) Zoning District.

   **APPLICANT:** ERIK WILCZEK

   Attorney Goren read the item into the record and those persons present to speak on the item were duly sworn. Tammy Reed-Holguin, Community Development Director, presented the item based on backup memorandum. The final site plan is being presented tonight for consideration and approval; the preliminary site plan was approved on January 26, 2016 with direction from the Commission to incorporate one new condition. Ms. Reed-Holguin presented a PowerPoint presentation, a copy of which is available in the City Clerk’s office, which showed an aerial view of the site as well as the floor plan; landscape plan; elevation and color scheme. She indicated that the applicant added an arched façade to the building which mirrors the architecture and colors of the Walmart and AutoZone. The added condition was to prohibit parking of delivery trucks on site. Applicant stated that the MattressFirm storefront is a showroom only and agreed to the new condition which has been incorporated as number 13 in the staff memorandum and staff recommends approval subject to the conditions outlined. Deena Grey, Greenspoon Marder, representing the applicant concurred with staff’s recommendations and the 13 conditions. Ms. Grey commented that the applicant has taken special care to create an especially pleasing aesthetic design for the building and the landscaping exceeds the requirements. Public hearing opened; no one spoke. **Commissioner Graziose moved to approve the final site plan subject to the thirteen (13) conditions listed in staff memorandum.** Seconded by Commissioner Moyle. No Commission discussion. **Motion approved unanimously by voice vote.**
8. ORDINANCES SECOND READING

a. Ordinance – Second Reading – Charter Amendment – Redistricting

Vice Mayor Hilton moved to read.
Attorney read:

AN ORDINANCE OF THE CITY OF NORTH LAUDERDALE, FLORIDA, SUBMITTING TO REFERENDUM AN AMENDMENT TO THE CHARTER OF THE CITY OF NORTH LAUDERDALE AT ARTICLE 3, ENTITLED “LEGISLATIVE FORM OF GOVERNMENT,” AND IN PARTICULAR AMENDING SECTION 3.2 ENTITLED “CITY COMMISSION; COMPOSITION; ELIGIBILITY; ELECTION AND TERM OF OFFICE”; PROVIDING FOR REDISTRICTING FOR THE CITY EVERY TEN (10) YEARS FOLLOWING THE CENSUS; PROVIDING FOR A NOTICE OF AN ADVERTISEMENT OF THE REFERENDUM ELECTION TO BE PUBLISHED IN ACCORDANCE WITH THE CODE OF ORDINANCES AND THE CHARTER OF THE CITY OF NORTH LAUDERDALE, FLORIDA, AS WELL AS THE STATE OF FLORIDA ELECTION CODE; PROVIDING THAT THIS ORDINANCE, WHEN ADOPTED, SHALL BE SUBMITTED TO THE QUALIFIED ELECTORS OF THE CITY OF NORTH LAUDERDALE, ON THE NOVEMBER 2016 GENERAL ELECTION BALLOT AND IT SHALL BECOME EFFECTIVE AS PROVIDED BY LAW; PROVIDING FOR THE PLACE AND PLACES WHERE SAID ELECTION IS TO BE HELD; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE.

Attorney Goren commented that this recommendation came from the Commission after hearing from staff regarding a periodic review of election districts. Currently, Mike Stamm, a Professor from FAU and Director of Economic Development will be submitting a proposal to review the districts. Attorney Goren indicated that they have reason to believe that the current districts may not change and may remain the same throughout the November election. However, this Ordinance will change the Charter, if adopted by the voters, requiring re-districting every ten (10) years rather than every four (4) to coincide with the decennial census. Attorney Goren stated that he and City administration recommends consideration and approval of this ordinance.

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

ORDINANCE NO. 16-02-1325 PASSED AND APPROVED UNANIMOUSLY
9. OTHER BUSINESS

   a. RESOLUTION: Sign Waiver - SWAV 16-01 - MATTRESS FIRM
      McNab Road and Avon Lane Outparcel #52
      (New Walmart Plaza)

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

Attorney read:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF NORTH LAUDERDALE, FLORIDA, APPROVING A SIGN WAIVER REQUEST FOR ONE WALL SIGN FOR MATTRESS FIRM TO BE LOCATED AT MCNAB ROAD AND AVON LANE SPECIFICALLY OUTPARCEL FIVE TWO OF THE WALMART DEVELOPMENT, NORTH LAUDERDALE, FLORIDA, THEREBY PERMITTING THE INSTALLATION AND MAINTENANCE OF A WALL SIGN THAT IS 56.7 SQUARE FEET IN SIGN AREA WHERE 50 SQUARE FEET MAXIMUM ARE ALLOWED BY SECTION 94-16 (C) (1) (a) AND DISPLAYS 28 INCH HIGH LETTERS FOR THE “M” AND “FIRM” AND 23 INCH HIGH LETTERS FOR “ATTRESS” WHERE A MAXIMUM OF 16 INCH HIGH LETTERS IS ALLOWED BY SECTION 94-16 (C) (1) (c) WITHIN A GENERAL BUSINESS (B-3) ZONING DISTRICT.

Tammy Reed-Holguin, Community Development Director, presented the item based on backup memorandum. She presented a rendering by PowerPoint, which is available in the City Clerk’s office. The rendering shows the sign requested by Mattress Firm. Ms. Reed-Holguin commented that the criteria staff uses to consider sign waivers include how far the business sits from the roadway; if there are any obstructions to see the store from the road; if signage other than the wall sign is available and can be used additionally and if the larger letter size does not increase the sign beyond that which is allowed by Code in terms of square footage. In the case of Mattress Firm, the business sits 125 feet from McNab Road; there are no obstructions and no history of approved sign waivers for larger letters that create the need for waiver of square footage also. There is a monument sign on the property that may have advertisement space available to allow additional exposure. Historically, sign waivers have been approved for larger letters only where the sign size remains within the amount of available square footage. The Planning and Zoning Board met on February 2, 2016 and approved the sign waiver request for recommendation for approval by the City Commission. Staff does acknowledge that the proposal before the Commission tonight is a revision of the applicant’s original request which was for a much larger sign and the applicant has worked diligently with staff to reduce the size and letter heights. However, the request is still not within the parameters that have been historically approved and is larger than the square footage allowed by Code. The burden of justification for additional square footage and letter height lies with the applicant. If the Commission concurs with the applicant’s request and the Planning and Zoning Board’s recommendation and finds that the proposed sign would benefit the business, then a motion is in order to grant waivers for the letter size and the square footage of the wall sign, subject to the condition that all applicable Codes of the City regarding installation of signs shall be adhered to and all terms, conditions and provisions imposed by City Commission, Planning and Zoning Board and staff shall be met. The applicant and the developer were present. Deena Grey,
Greenspoon Marder, representing the applicant concurred with staff’s recommendations. Commissioner Graziose moved to adopt. Seconded by Commissioner Moyle. No Commission discussion. All in favor by voice vote.

RESOLUTION NO. 16-02-6266 PASSED AND ADOPTED UNANIMOUSLY

b. RESOLUTION: Sign Waiver - SWAV 16-02
BURGER KING
McNb Road and Avon Lane, Outparcel #52
(New Walmart Plaza)

Commissioner Wood moved to read. Seconded by Commissioner Moyle.

Attorney read:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF NORTH LAUDERDALE, FLORIDA, APPROVING A SIGN WAIVER REQUEST FOR TWO WALL SIGNS AND TWO MENU BOARDS WITH A SQUARE FOOTAGE OF 50.4 SQUARE FEET FOR BURGER KING TO BE LOCATED AT MCNAB ROAD AND AVON LANE SPECIFICALLY OUTPARCEL FIVE TWO OF THE WALMART PLAZA, NORTH LAUDERDALE, FLORIDA, WHERE A MAXIMUM OF ONE WALL SIGN IS ALLOWED BY 94-16 (C) AND WHERE ONE MENU BOARD SIGN WITH A MAXIMUM OF 16 SQUARE FEET IS ALLOWED BY SECTIONS 94-14 (13) (a) and (b) WITHIN A GENERAL BUSINESS (B-3) ZONING DISTRICT.

Tammy Reed-Holguin, Community Development Director, presented the item based on backup memorandum. She indicated that she provided corrected copies of the backup memorandum for Agenda Item 9(a) and 9(b) on the dais for the record; as well as previously heard Site Plan Item 7 (a). The memorandum and resolution titles were corrected to reflect that the Outparcel numbers for the sign waiver requests and in the title of the Resolutions it should be Outparcel #2 and not #5. Ms. Reed-Holguin explained the three sign waivers requested by Burger King - one for the number of wall signs; one for the menu boards and one for the size of the menu boards. Burger King’s store front is 30 feet which allows 30 square feet in sign face area. The size of the wall signs and the letter meets the Code, however Burger King is proposing two wall signs totaling 19.62 square feet where only one wall sign is allowed. They are also requesting two menu board signs where typically one is allowed. The applicant has worked diligently with staff to create signage that meets the needs of the business yet conform to the City Code as closely as possible. The square footage of the proposed wall signs were reduced so that the size falls well within the limits of the Code. Applicant is requesting two wall signs, although they do not face two major roadways as is the normal criteria; the second one is on the east side of the building facing the interior driveway providing exposure to drivers travelling west on McNab Road and entering the plaza. Ms. Reed-Holguin also commented that applicant is requesting two menu boards which is pretty common in most drive though bays. The total square foot of the two menu boards would be 50.4 square feet where a maximum of 16 square feet is allowed. Staff concurs that the signage would facilitate traffic movement and access through the property while being aesthetically pleasing. The Planning and Zoning Board met on February 2, 2016 and recommended approve of this item to the City
Commission. Staff determined that the three sign waivers requested by the applicant are the minimum required to provide adequate exposure and if the Commission concurs with the request, staff’s recommendation and the recommendation of the Planning and Zoning Board, a motion is in order to approve the waivers subject to the condition that all applicable codes of the City regarding installation of signs shall be adhered to and the terms, conditions and provisions imposed the Commission, Planning and Zoning Board and staff shall be met. Deena Grey, Greenspoon Marder, representing the applicant concurred with staff’s recommendations. Commissioner Graziose moved to adopt. Seconded by Vice Mayor Hilton. No Commission discussion. All in favor by voice vote.

RESOLUTION NO. 16-02-6267 PASSED AND ADOPTED UNANIMOUSLY

10. REPORTS

City Manager Bhatty commented that although nothing was listed to report on the Agenda, today they received the first set of designs from the Art Institute for the entryway signs, as well as the design submitted by Coral Glades student which was incorporated. She stated this is being shared with the Commission for further direction. Mike Sargis, Parks and Recreation Director, commented on the recent contest for the artwork and reminded the Commission of the prior suggestions for a tag line. The winning submittal by Zachary Blake was incorporated in some of the ideas that were shown this evening. He reiterated that the Art Institute took this on and did the work for free. After Mr. Sargis presented the entries, he stated that a new logo designs would be used for the entryway signs, vehicles, banners, etc., but would not replace letterhead logo or anything like that, but would simply be a new look. It would go along with Commissioner Moyle’s suggested tag line of “A Fun City in the Heart of Broward County” or another tag line could be picked. Mr. Sargis did report that the Emeritus group of the Art Institute does copyright its artwork and would be their property until released to the City. Any changes to the submittals by the Institute would have to be agreed to by the artists. Mr. Sargis said we were fortunate to be selected by the Institute to do this project as they typically do between 11-15 logos a semester. He said they are looking for direction from the Commission as well as how to use Zack’s logo. City Manager Bhatty suggested the Commission look over the entries, think about it, discuss it and pick one favored by all. General discussion ensued regarding where the logo would go and incorporating the students design with the designs from the Art Institute. Commissioner Wood commented that this began with the students submitting their work and he appreciates the Art Institutes involvement but would like to use the artwork submitted by the student and use one logo and tagline that represents the City. Commissioner Moyle concurred. Commissioner Wood also commented that he attended an FDOT meeting last week and North Lauderdale is not listed on FDOT’s map of the 441 corridor. Therefore, he would like to see a City logo that represents the City well and we can be proud of. Mr. Sargis explained that the students from the Art Institute did the logos as homework assignments. Commissioner Graziose also commented on some designs he sent to staff representing ideas for welcome signs; he liked a sign like Players Place has that is shaped like a house since we are basically residential. Mr. Sargis reiterated that they are looking for a new fresh look that would give the City a different identity. Commissioner Wood asked about the monuments and what design might fit them. George Krawczyk, Public Works Dept., replied that once a design is chosen, they can work on that. City Manager Bhatty
said the first step is to choose a logo then we can come back and determine how to use it. Commissioner Moyle reiterated that he liked the simplicity of the design submitted by the student from the high school. He said a lot of signs around the County are not so simple and easy to read from the road. Also, he said this started out as a contest, we paid the winning student $500 for it and we should carry through on that. City Manager Bhatty also liked the uniqueness of that design. They also discussed the tagline and how easy it might be to see from the road. After discussion concluded, Commissioner Wood made a motion to accept the student’s rendering (Zachary Blake) for consideration of the new City logo and a new tagline with the minor adjustments discussed. Seconded by Commissioner Moyle. All in favor by voice vote.

11. COMMISSION COMMENTS

Mayor Brady - suggested that the City put together a group of 20 for the Silver Lakes Color Run 3K Fundraiser benefiting the Joe DiMaggio Children’s Hospital on Saturday, March 12th. The cost is $15 per person. Commissioner Graziose commented that he would support a motion, but would like make sure that the “paint” only be done on the grounds of Silver Lakes Middle and not on City property. Mr. Sargis reported that they met today with the advisor and student government teacher from Silver Lakes, the Fire Department, and BSO. A route was worked out that will allow them to do the run with no damage to City property. They plan on having four paint stations and it will be hosed off right after the event. Commissioner Hilton mentioned that no tarps should be used as it would be slippery. Mr. Sargis said there would be none used at Station 44 and the School Board would have to name the City as insured. We have no control over if the school uses tarps on their property. Commissioner Graziose commented on street crossing and Mr. Sargis said the advisor told Deputy Taub that the SRO said she would do the crossing. Avon would be the only street crossing. Commissioner Graziose made a motion to adopt the plan as agreed upon this afternoon and to sponsor the event. Seconded by Commissioner Moyle. All in favor by voice vote.

12. CITY MANAGER COMMENTS
   a. Upcoming Events
      • Employee Appreciation Day – Saturday, February 27 – 11:00-3:00
      • Broadview/Pompano Park Bazaar – Saturday, March 5 – 2:00-8:00

13. CITY ATTORNEY COMMENTS – Thanked the Commission for allowing him to make the presentation to Mr. Del Vecchio’s family. He also reported that his law firm is presenting Ethics Training to the Broward County City Managers Association on Thursday. City Manager Bhatty has been re-elected to serve the BCCMA as the Vice President, and is hosting the meeting.

14. ADJOURNMENT - There being no further business, the meeting adjourned at 7:06 p.m.

Respectfully submitted,

Patricia Vancheri, City Clerk
In 2007, the City entered into an agreement with Tyler Technologies, Inc. to provide the City with the Enterprise Resource Planning System, MUNIS, for the City’s business operations. Since the implementation of MUNIS, the City has invested in several add-ons, modules, and/or added functionality that interfaced directly with MUNIS including, Employee Self Service (ESS) and Tyler Content Management (TCM), which further advanced the City’s business operations. As with any software provider, the City’s agreement calls for an annual software maintenance fee that provides for periodic program updates (e.g., W-2’s, 1099’s, etc.) and support for various MUNIS modules.

Under the terms of the agreement, “this Maintenance Agreement is effective on installation of the Tyler Software Products and shall remain in force for a one (1) year term. Upon expiration of this Maintenance Agreement, Client may renew the Maintenance Agreement for subsequent one (1) year periods at the then-current Application Software Maintenance Fees.” Per our initial agreement there is a 5% annual increase included in the maintenance fees. The City may terminate this agreement at any time, providing that the City files written notice to Tyler Technologies, Inc., in accordance with the Termination clause of the agreement.

The City has allocated the funds necessary for this expenditure in every annual budget since 2007. The funds are appropriated in the City’s Information Technology Fund (G/L 5300801-546480. This year’s maintenance fee will be $69,067.00.

RECOMMENDATION:

The City Administration recommends Commission’s consideration and approval of the attached Resolution authorizing payment of the “MUNIS” maintenance fee in the amount not to exceed $69,067.00 for March 2016 – March 2017 to Tyler Technologies.
RESOLUTION NO. ____________________

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF NORTH LAUDERDALE, FLORIDA, AUTHORIZING PAYMENT OF THE “MUNIS” MAINTENANCE FEE IN THE AMOUNT NOT TO EXCEED $69,067.00 FOR THE PERIOD OF MARCH 2016 – MARCH 2017 TO TYLER TECHNOLOGIES, INC.; 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 does hereby authorize payment of the MUNIS maintenance fee in the amount not to exceed $69,067.00 for the period of March 2016 – March 2017.

Section 2: That the funds for said purchase shall be provided from the FY 2016 Adopted Budget (G/L 5300801-546480).

Section 3: This Resolution shall become effective immediately upon its passage and adoption.

PASSED and ADOPTED by the City Commission of the City of North Lauderdale, Florida, this 8th day of March, 2016.

APPROVED AS TO FORM:

________________________________
CITY ATTORNEY SAMUEL S. GOREN

_____________________________
MAYOR JACK BRADY

_____________________________
VICE MAYOR DAVID HILTON

ATTEST:

________________________________
CITY CLERK PATRICIA VANCHERI
TO: Mayor and City Commission

FROM: Ambreen Bhatti, City Manager

BY: Michael Sargis, Assistant City Manager/Parks & Recreation Director

DATE: March 8, 2016

SUBJECT: Change Order - Renovation to Aquatic Center

In September 2015, the City Commission authorized the City Manager to enter into an agreement with Stuart Mead Enterprises in an amount not to exceed $455,400.00 for the renovation of the main and wading pool at the Aquatic Center.

As you may recall, earlier this year, the staff reported that while the Aquatic Center Pool Renovation project was completed, there was some additional work done by the vendor that was outside the original scope of work and would require a change order approval by the Commission. The following is a list of the work covered under this final change order:

1. Additional tiles on steps at entry to the main pool and the wading pool;
2. New custom Deck Ladder – existing ladder did not have enough bend to meet the health code;
3. New Main Fill Pipe Gasket - since the pool pumps did not run for 4 months during renovations, the rubber gasket between the main fill pipes dried out and needed to be replaced; and
4. Remove/Replace some areas of concrete pool deck that had raised cracks causing safety issues.

This additional work was completed a total cost of $8,483.00 and funding is available in the project budget.

The cost of the total renovation project is $477,883.00 and the breakdown is listed below:

- $455,400.00 - Original Contract
- $ 14,000.00 - Change Order 1 – November 2015 – new LED Pool Lights and Electrical Wiring
- $ 8,483.00 - Change Order 2 - March 2016, for items mentioned above

Please be advised that in spite of two change orders, the total project cost is still under the budgeted amount of $500,000.00. Funding for this project is available in the FY 2015/16 Parks and Recreation Department’s Capital Budget 3117071-563100.
RECOMMENDATION:

The City Administration recommends Commission’s approval of the attached Resolution authorizing a change order for expenditures of $8,483.00 to Stuart Mead Enterprise for the Aquatic Center Renovation Project out of the Parks and Recreation Department’s 2015/16 Capital Budget 3117071-563100.
RESOLUTION NO. __________________

A RESOLUTION OF THE CITY OF NORTH LAUDERDALE, FLORIDA AUTHORIZING THE CHANGE ORDER EXPENDITURE OF $8,483.00 TO STUART MEAD ENTERPRISE FOR CHANGE ORDERS FOR THE RENOVATIONS TO THE AQUATIC CENTER. FUNDING IS AVAILABLE IN THE 2015/16 PARKS AND RECREATION DEPARTMENT CAPITAL BUDGET 3117071-563100; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of North Lauderdale, Florida has determined that a need exists to renovate the Aquatic Center at the Jerry Resnick Aquatic Center; and

WHEREAS, the City of North Lauderdale has budgeted the necessary funds in the 2015/16 Department’s Capital Budget 3117071-563100; and

WHEREAS, the City Commission authorized the project in an amount not to exceed $455,400.00.

WHEREAS, the need exists to make some necessary changes to the scope of the project in an amount not to exceed $8,483.00; and

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

Section 1. This Resolution shall become effective immediately upon its passage and adoption.

PASSED AND ADOPTED BY THE CITY COMMISSION OF THE CITY OF NORTH LAUDERDALE, FLORIDA, THIS 8th DAY OF MARCH, 2016.

APPROVED AS TO FORM:

______________________________
CITY ATTORNEY SAMUEL S. GOREN

______________________________
MAYOR JACK BRADY

______________________________
VICE MAYOR DAVID G. HILTON

ATTEST:

______________________________
CITY CLERK PATRICIA VANCHERI
TO: Mayor and City Commission

FROM: Ambreen Bhatti, City Manager

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

DATE: March 8, 2016

SUBJECT: Resolution Confirming the February 29, 2016 City Manager’s Administrative Order

The City Manager issued an Administrative Order pursuant to Section 106-61 of the City Code. This Order institutes Zoning-in-Progress while the staff reviews the Code related to uses including gas and oil filling stations, auto repair and service stations, garage including mechanical service and food take-out, retail (convenience stores). Tonight we are requesting Commission’s adoption of the attached resolution confirming the City Manager’s Administrative Order of February 29th 2016.

Background:
The City has seen an influx in the number of gas stations and convenience stores in the City and surrounding area. North Lauderdale currently has 14 gas stations with attached convenience stores within its 5.2 square miles of City limits. There are another 9 stand-alone convenience stores bringing the total to 23 convenience stores. With limited commercial space left, diversity in uses would be more beneficial for the residents and to the economic vitality of the City. A review of commercial uses in relation to the goals of redevelopment in the City’s Comprehensive Plan will identify needed amendments to the zoning code to support these goals.

Adoption of the Resolution confirming the Administrative Order will institute Zoning-in-Progress while the study is undertaken. During the study period, no licenses or permits will be issued nor applications for site plans, rezoning, sign waivers, or special exception use permits will be accepted by City staff for the above-named uses unless the Community Development Department confirms that the application has a previously approved site plan, and for which building permits have yet to be issued or are open and pending, as of the date of the Administrative Order, February 29, 2016; or, as permitted by Section 106-61(i) and (j) of the City’s Code of Ordinances.

Staff will bring back an Ordinance for City Commission’s consideration further outlining the process and conditions of the moratorium. This item will first be scheduled for the Planning and Zoning Board in April.

RECOMMENDATION:
The City Administration recommends Commission’s consideration and approval of the attached Resolution confirming the City Manager’s Administrative Order of February 29, 2016, and
authorizing the study and review of gas stations and convenience stores in all Zoning Districts and instituting Zoning-in-Progress while the study and appropriate recommendations as they relate to these zoning matters are completed and adopted.
RESOLUTION NO. __________________

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF NORTH LAUDERDALE, FLORIDA, CONFIRMING THE FEBRUARY 29, 2016 ADMINISTRATIVE ORDER ISSUED BY THE CITY MANAGER RELATING TO REVIEW OF USES INCLUDING GAS AND OIL FILLING STATIONS, AUTO SERVICE STATIONS, AUTO REPAIR AND SERVICE STATIONS, GARAGE INCLUDING MECHANICAL SERVICE, AND FOOD TAKE-OUT, RETAIL (CONVENIENCE STORES) IN ZONING DISTRICTS THROUGHOUT THE CITY; APPROVING AND AUTHORIZING THE CITY ADMINISTRATION TO CONDUCT SUCH REVIEW; PROVIDING FOR A TIME PERIOD FOR THE REVIEW; PROVIDING FOR LIMITATIONS ON ISSUANCE OF LICENSES AND PERMITS DURING THE TIME OF THE REVIEW; PROVIDING FOR LIMITATIONS ON THE PROCESSING OF QUASI-JUDICIAL AND ZONING ITEMS PERTAINING TO THESE USES; PROVIDING THAT THE ADOPTION OF THIS RESOLUTION COMMENCES THE AMENDMENT PROCESS FOR AMENDMENTS TO THE CITY’S CODE OF ORDINANCES RELATING TO THE ABOVE-MENTIONED USES WITHIN THE CITY; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, the City created redevelopment corridors along major thoroughfares and identified uses, architectural designs and site development strategies that support the redevelopment of the corridors;

WHEREAS, the City has amended its Comprehensive Plan supporting the redevelopment in these overlay districts and major corridors; and,

WHEREAS, it has been found that the Land Development Regulations, in some instances, are incompatible with or non-supportive of the redevelopment of these corridors consistent with the amendments to the City’s Comprehensive Plan; and,

WHEREAS, the City has seen an influx of applications for uses pertaining to gas stations, automobile service and repair, and food take-out retail (convenience stores); and
WHEREAS, there are currently (14) fourteen licensed gas stations and (9) nine stand-alone convenience stores with the 5.2 square miles of the City limits; and

WHEREAS, it is the City’s desire to diversify the uses on the limited commercial property remaining in the City to strengthen the redevelopment efforts; and

WHEREAS, based upon this data and concerns raised by the City Commission previous meetings, the City Manager has determined that there is a need to conduct a review of uses related to gasoline dispensing, automobile service and convenience stores, or a combination of these uses, within the City; and,

WHEREAS, on February 29, 2016, the City Manager issued an Administrative Order, pursuant to Section 106-61 of the City’s Code, announcing zoning in progress relating to gas and oil filling stations, auto service stations, auto repair and service stations, garage including mechanical service and food take-out, retail (convenience stores) in zoning districts throughout the City; and,

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

WHEREAS, the City Commission believes that the February 29, 2016, Administrative Order should be confirmed, and that City staff should review the zoning matters relating to gas and oil filling stations, auto service stations, auto repair and service stations, garage including mechanical service and food take-out, retail (convenience stores) in zoning districts throughout the City, as such is in the best interests of the City and its residents and property owners.

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

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

SECTION 2. The City Commission confirms the February 29, 2016, Administrative Order, and authorizes the City Manager to review and study uses including gas and oil filling stations, auto service stations, auto repair and service stations, garage including mechanical service and food take-out, retail (convenience stores) in all zoning districts in the City.

SECTION 3. The City Manager should provide recommendations relating to appropriate zoning districts no later than twelve (12) months from the date of adoption of this resolution, but in no event longer than the time needed to complete a comprehensive analysis of the issues relating to gas and oil filling stations, auto service stations, auto repair and service stations, garage including mechanical service and food take-out, retail (convenience stores) uses within the City.
SECTION 4. During the study period set forth in Section 3 above, no licenses or permits will be issued nor applications for site plans, rezoning, sign waivers, or special exception use permits will be accepted by City staff for the above-named uses within the City unless the City’s Community Development Department confirms that the application has a previously approved site plan, and for which building permits have yet to be issued or are open and pending, as of the date of the Administrative Order, February 29, 2016; or, as permitted by Section 106-61(i) and (j) of the City’s Code of Ordinances.

SECTION 5. The City Commission hereby acknowledges that the adoption of this Resolution commences the amendment process for amending Chapter 106 of the City’s Zoning Code as those provisions related to uses including gas and oil filling stations, auto service stations, auto repair and service stations, garage including mechanical service and food take-out, retail (convenience stores) within the City.

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

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

SECTION 8. This Resolution shall become effective upon adoption.

PASSED AND ADOPTED BY THE CITY COMMISSION OF THE CITY OF NORTH LAUDERDALE, FLORIDA, THIS 8th DAY OF MARCH, 2016.

APPROVED AS TO FORM:

CITY ATTORNEY SAMUEL S. GOREN

MAYOR JACK BRADY

VICE MAYOR DAVID G. HILTON

ATTEST:

CITY CLERK PATRICIA VANCHERI
ADMINISTRATIVE ORDER
CITY OF NORTH LAUDERDALE

TO: CITY ADMINISTRATION AND DEPARTMENT HEADS

FROM: AMBREEN BHATTY, CITY MANAGER

DATE: February 29, 2016

SUBJECT: REVIEW OF USES INCLUDING GAS AND OIL FILLING STATIONS, AUTO SERVICE STATIONS, AUTO REPAIR AND SERVICE STATIONS, GARAGE INCLUDING MECHANICAL SERVICE AND FOOD TAKE-OUT, RETAIL (CONVENIENCE STORES) IN ZONING DISTRICTS THROUGHOUT THE CITY

1. AMBREEN BHATTY, WITH POWERS VESTED IN ME AS THE CITY MANAGER OF NORTH LAUDERDALE, HEREBY ISSUE AN ADMINISTRATIVE ORDER TO REVIEW USES INCLUDING GAS AND OIL FILLING STATIONS, AUTO SERVICE STATIONS, AUTO REPAIR AND SERVICE STATIONS, GARAGE INCLUDING MECHANICAL SERVICE AND FOOD TAKEOUT, RETAIL (CONVENIENCE STORES) IN ALL ZONING DISTRICTS THROUGHOUT THE CITY AND TO REVIEW THE ZONING CODE AS IT PERTAINS TO THESE USES INCLUDING, BUT NOT LIMITED TO, SECTIONS 106-467 AND 106-468 OF THE CITY’S CODE OF ORDINANCES. AS A RESULT, ZONING IN PROGRESS IS IN PLACE WHILE THE CITY STAFF REVIEWS AND PREPARES RECOMMENDATIONS PERTAINING TO THE ZONING REGULATIONS REGARDING USES INCLUDING GAS AND OIL FILLING STATIONS, AUTO SERVICE STATIONS, AUTO REPAIR AND SERVICE STATIONS, GARAGE INCLUDING MECHANICAL SERVICE AND FOOD TAKEOUT, RETAIL (CONVENIENCE STORES).

AMBREEN BHATTY, CITY MANAGER

DATE 2-29-16
TO: Mayor and City Commission
FROM: Ambreen Bhaty, City Manager

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

DATE: March 8, 2016

SUBJECT: Lease with 2-1-1 Broward for 7765 SW 10 Street

The item before you tonight is a proposed lease between 2-1-1 Broward and the City of North Lauderdale for the city-owned building located at 7765 SW 10 Street also known as the Community Affairs Center (CAC). We are seeking authorization to enter into the attached month-to-month lease agreement with 2-1-1 Broward who wishes to move their administrative offices to this building. Tonight we are requesting Commission’s adoption of the attached resolution authorizing the City Manager, or her designee, to do all things necessary and expedient in order to effectuate the execution of the Lease Agreement.

Background:
CAC was vacated several months ago by the Code Enforcement Division who relocated to the first floor of City Hall. This move left the building under-utilized with the exception of the Juvenile Justice employees operating an after-school program and sporadic homeowner association meetings. The City continues to pay all costs associated with the maintenance and operation of the building.

2-1-1 Broward, a non-profit agency, recently approached the City seeking space for their call center and administrative offices. Upon touring the CAC building, they determined it would be an ideal location for their administrative offices on an interim basis while they look for larger spaces to accommodate their entire operation. City Administration negotiated the attached month-to-month lease with a monthly rental cost inclusive of utilities. The City will continue to provide janitorial and maintenance services as part of the rental fee. 2-1-1 Broward anticipates moving in at the beginning of April. In order to accommodate their operations, Administration will provide alternate City facilities for the HOA meetings and the Juvenile Justice program.

RECOMMENDATION:
The City Administration recommends Commission’s consideration and approval of the attached Resolution authorizing the City Manager, or her designee, to enter into the attached lease agreement between the City of North Lauderdale and 2-1-1 Broward for city owned property located at 7765 SW 10 Street known as Community Affairs Center.
RESOLUTION NO. ____________________

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF NORTH LAUDERDALE, FLORIDA, AUTHORIZING THE CITY MANAGER OF THE CITY OF NORTH LAUDERDALE OR HER DESIGNEE, ON BEHALF OF SAID CITY, TO EXECUTE AND OTHERWISE ENTER INTO THE ATTACHED LEASE AGREEMENT BY AND BETWEEN 2-1-1 BROWARD, A NON-PROFIT FLORIDA CORPORATION AND THE CITY OF NORTH LAUDERDALE, FOR CITY OWNED PROPERTY LOCATED AT 7765 SW 10 STREET KNOWN AS COMMUNITY AFFAIRS CENTER, NORTH LAUDERDALE; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; 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, or her designee, be and the same is hereby authorized, on behalf of the City of North Lauderdale to execute and otherwise enter into the attached Lease Agreement by and between 2-1-1 Broward and the City of North Lauderdale, attached hereto and incorporated herein as specifically as if set forth at length hereat, related to City owned property located at 7765 SW 10 Street for use by 2-1-1 Broward as the location of their administrative offices.

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

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

SECTION 4. If any clause, section, other part or application of this Resolution is held by any court of competent jurisdiction to be unconstitutional or invalid, in part or application, it shall not affect the validity of the remaining portions or applications of this Resolution.
SECTION 5. This Resolution shall become effective upon adoption.

PASSED AND ADOPTED BY THE CITY COMMISSION OF THE CITY OF NORTH LAUDERDALE, FLORIDA, THIS 8th DAY OF MARCH, 2016.

______________________________
MAYOR JACK BRADY

______________________________
VICE MAYOR DAVID HILTON

ATTEST:

____________________________________
PATRICIA VANCHERI, City Clerk

APPROVED AS TO LEGAL FORM
BY CITY ATTORNEY:

____________________________________
SAMUEL S. GOREN, ESQUIRE
Exhibit A

City of North Lauderdale and 2-1-1 Broward
Lease Agreement

THIS LEASE AGREEMENT ("Agreement") effective as of the 1st day of April, 2016, is entered into by and between the CITY OF NORTH LAUDERDALE, FLORIDA (hereinafter "City"), and, FIRST CALL FOR HELP OF BROWARD, INC. (d/b/a 2-1-1 Broward hereinafter "2-1-1 Broward"), a not-for-profit Florida corporation (collectively, the "Parties").

WHEREAS, City is the owner of the building located at 7765 SW 10 Street, North Lauderdale (the "Leased Premises"); and

WHEREAS, City is interested in leasing the building and its contents to an entity who will provide a public service that would enhance the general welfare of the public; and

WHEREAS, 2-1-1 approached the City in search of office space, including existing furnishings, and the City Commission finds that their proposed use of the space meets the purpose of providing a public service that enhances the general welfare of the public by operating a Human Services Information and Crisis Hotline Call Center; and

WHEREAS, the Parties intend now to set forth the terms and conditions under which 2-1-1 Broward will lease on a month-to-month basis the Leased Premises by the formal agreement that follows.

NOW THEREFORE, in consideration of the covenants and conditions herein, the Parties agree as follows:

1. The above Whereas clauses are true and correct and made binding provisions of this Agreement.

2. DESCRIPTION OF PROPERTY. City leases to 2-1-1 Broward and 2-1-1 Broward leases from City the Leased Premises legally described in "Exhibit A," and which includes the 2,934 square foot building, as well as the furnishing and contents listed on Exhibit "B". The Leased Premises are being leased As-Is, Whereis. 2-1-1 Broward has had the opportunity to inspect the Leased Premises.

3. TERMS AND RENEWALS. The "Initial Term" of this Agreement shall be on a month-to-month basis, commencing on April 1, 2016, and shall renew automatically on a month-to-month basis unless terminated pursuant to paragraph 9 below. Should either party elect not to renew the term of the lease, it shall provide written notice to the other party at least fifteen (15) days prior to end of the month. A notice of non-renewal may be issued for any or no reason, and shall not be considered a termination of the lease but rather the lease shall be deemed expired.
4. **RENT.** 2-1-1 Broward will pay the sum of $1,300.00 (One-thousand three hundred dollars) monthly as rent during the Term of the Agreement. The first rent payment will be due on April 1, 2016 and all subsequent payments shall be due to the City on the first of each month thereafter. Any rental payment not received by the City by the fifteenth day of the month shall be considered late, and 2-1-1 Broward shall pay the City a late fee of 10% of the monthly rental fee. In the event the lease payments are subject to sales tax, or the Leased Premises become subject to property taxes and assessments as a result of this Agreement and/or 2-1-1 Broward’s use of the Leased Premises, 2-1-1 Broward shall be responsible for payment of such. 2-1-1 Broward shall provide the City written verification of its exemption from sales tax should 2-1-1 Broward be so exempt.

5. **UTILITIES.**
   (a) 2-1-1 Broward shall fully cooperate with any utility company or public service provider requesting access to the Leased Premises in order to provide service to the 2-1-1 Broward.
   (b) The monthly payment of the electricity, water, wastewater, solid waste, storm water and any other user fees, utilities used or consumed by 2-1-1 Broward on the Leased Premises are included in the rental fee collected by the City and will continue to be paid to the utility companies by the City.

6. **USE OF PREMISES.**
   (a) The Parties recognize and agree that use of the Leased Premises by 2-1-1 Broward is a material inducement of the City entering into this Agreement. 2-1-1 Broward shall use the Leased Premises solely for the operation of administrative offices to support the 2-1-1 Call Center. Any change in use shall require the prior written approval of the City. Any change in use without such prior written approval shall be a material breach of this lease.
   (b) Card access to the building will be provided by the City. 2-1-1 Broward employees must obtain a photo ID card which will provide electronic card access. Should an employee leave employment, 2-1-1 Broward must immediately notify City so access can be removed.
   (c) 2-1-1 shall make no modifications, renovations or improvements to the Leased Premises without the prior written consent of the City. Any such modifications, renovations, or improvements so made shall remain with the Leased Premises at the conclusion of this Lease unless agreed otherwise in writing by the City. Neither 2-1-1 Broward nor any of 2-1-1 Broward’s Agents, representatives, contractors or subcontractors shall have any authority to create any liens for labor or material against Building or the Premises. City shall have no responsibility to 2-1-1 Broward or to any contractor, subcontractor, supplier, material man, vendor, laborer, workman, or other firm, person or corporation who or which shall engage in or participate in any alterations made by 2-1-1 Broward or at 2-1-1 Broward’s request.

7. **ASSIGNMENT OR SUBLEASING.** There shall be no assignment of this Agreement or subleasing of any part of the Leased Premises by 2-1-1 Broward without the prior written consent of the City. Any assignment or subleasing of any part of the Leased Premises without such prior written approval shall be a material breach of this
8. **GENERAL MAINTENANCE PROVISIONS.** It is the intent of the Parties that, to the extent not otherwise provided for expressly in this Agreement, 2-1-1 Broward shall be responsible for and bear the cost of the operations. The City shall be responsible for and bear all costs of the maintenance of the exterior of the building, including general grounds maintenance, and of the interior of the building including janitorial services. 2-1-1 Broward shall be responsible for damages to the Leased Premises not considered normal wear and tear when such is caused by 2-1-1 Broward, its officers, employees, agents and/or invitees.

(a) **Specific Maintenance of 2-1-1 Broward.** 2-1-1 Broward shall operate, maintain, and shall bear all costs of operation of all the Leased Premises.

   (i) 2-1-1 Broward shall purchase, own, and insure any additional furnishings and equipment not included in the lease as listed in Exhibit “B” that is necessary to operate the facility. At the termination of this Agreement, 2-1-1 Broward will remove all of the 2-1-1 Broward purchased furnishings without damage to the building, and shall leave all furnishings and contents listed on Exhibit “B”. Any damage to the facility which occurred during the removal of furnishings and equipment shall not be considered normal wear and tear and shall be paid for by 2-1-1 Broward to the City.

(b) **Facility and Maintenance Obligations of the City.**

   (i). The City will provide 2-1-1 Broward with pre-occupancy access to the building for purposes of the installation of phones, computers, signage, and equipment, etc.

   (ii). The City will keep the facility in good structural repair. City shall maintain and keep in good repair, the roof, outside lighting, outside walls, foundations, sidewalks, ceilings, doors, windows, sprinklers, hot water systems, heating systems, parking lot, air conditioning systems, plumbing, wiring, outside electrical fixtures and other structural components.

   (iii). The City will maintain the inside of the building. Such maintenance and repair will include, but not be limited to, cosmetic repairs and replacements within the facility, painting, janitorial services, repair and replacement of all fixtures, systems, and appurtenances unless such repairs or replacements are directly attributable to 2-1-1 Broward’s abuse, in which case 2-1-1 Broward will be responsible for the costs.

(c) **Damage to the Leased Premises**

If the Premises or any part of the Building shall be damaged by fire or other casualty, and if such damage renders the Leased Premises unusable, the lease shall terminate at the end of the then-current month, with rent pro-rated to the date of the damage. Upon completion of
the repairs, the parties may re-enter a Lease Agreement for 2-1-1 Broward to once again occupy the Leased Premises. A decision on whether, when and how to repair the Leased Premises shall be solely that of the City.

9. TERMINATION.
   
   (a) This Agreement may be terminated by the City if 2-1-1 Broward shall default in its performance of any material term or condition of this Agreement and shall fail to cure such default within five (5) days after written notice thereof from the City. However, a default shall be deemed cured if 2-1-1 Broward, in good faith, commences performance requisite to cure same within five (5) days after receipt of a notice and thereafter continuously and with reasonable diligence proceeds to complete the performance required to cure such default. Failure to properly and efficiently address the default may result in immediate termination of the lease.

   (b) If 2-1-1 Broward abandons or vacates the Leased Premises, the City may declare this Agreement terminated and enter and take possession of the Leased Premises without being liable to any person or party for any reason.

10. VACATION OF PREMISES. Unless otherwise agreed by the Parties, Broward 2-1-1 agrees to vacate the Leased Premises within three (3) days of notice of termination by either party, or the expiration date of the lease due to non-renewal, and deliver to the City all keys or other devices then used for security and access. Upon repossession of the Leased Premises by the City, all improvements thereon, including fixtures therein, shall become property of the City, unless otherwise agreed to in writing by the Parties.

11. NOTICES. All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested, or by courier or by overnight delivery; addressed and delivered as follows (or to any other address that the party-to-be-notified may have designated to the sender by like notice):

   CITY OF NORTH LAUDERDALE: City of North Lauderdale, City Manager
   701 SW 71st Avenue
   North Lauderdale, FL 33068

   Copy to: Attorney Sam Goren
   Goren, Cherof, Doody, & Ezrol, P.A.
   Fort Lauderdale Office
   3099 East Commercial Boulevard, Suite 200
   Fort Lauderdale, FL 33308

   2-1-1 Broward:
   Sheila J. Smith, President and CEO
   2-1-1 Broward
   250 NE 33rd Street
   Oakland Park, FL 33334
12. **INDEMNIFICATION.** 2-1-1 Broward will defend, indemnify and hold harmless the City, its agents and employees from and against any and all liabilities, claims, damages, losses and expenses, including attorney's fees, arising out of or resulting from the use and occupancy of the Leased Premises by 2-1-1 Broward, or that of its agents, officers, employees, invitees, and contractors or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except to the extent caused directly by the willful acts or negligence of the City.

13. **INSURANCE.** For the duration of this Agreement, 2-1-1 Broward shall file with the City current certificates of all required insurance, including Worker’s Compensation, Commercial General Liability, Business Automobile Liability and Property Insurance on forms acceptable to the City, which shall include thirty (30) days prior written notice of cancellation or reduction in coverage. The City shall be named as an additional insured under all required insurance policies. All such insurance required of the 2-1-1 Broward shall be primary insurance as respects the City, and any insurance or self-insurance maintained by the City shall be excess of 2-1-1 Broward’s insurance and shall not contribute to it.

14. **RADON GAS.** Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

15. **ENTIRE AGREEMENT AND BINDING EFFECT.** This Agreement constitutes collectively the entire agreement between the City and 2-1-1 Broward with respect to the Leased Premises, and no prior or subsequent oral promises or representations shall be binding. This Agreement shall not be amended or changed except by written instrument executed by the Parties hereto, and execution by the City shall be valid only if approved by the Board of City Commissioners (or its successor). The provisions of this Agreement shall be binding upon and inure to the benefit of the successors and assigns of the Parties, but this provision shall in no way alter the restriction herein in connection with assignment and subletting by 2-1-1 Broward.

16. **APPLICABLE LAW.** This Agreement shall be construed under the laws of the State of Florida, and venue shall be in the Circuit Court for the Seventeenth Judicial Circuit of Florida (in Broward County) or its successor. In the event of litigation relating to this Agreement, the prevailing party shall be entitled to recover its attorney’s fees from the non-prevailing party, including paralegal fees and appellate attorney’s fees.
IN WITNESS WHEREOF, the parties have executed this Lease, by and through their duly authorized representatives this ______ day of ____________________, 2016.

CITY OF NORTH LAUDERDALE, FLORIDA

By: ________________________________
    Ambreen Bhatty, City Manager

ATTEST: ________________________________

SWORN TO AND SUBSCRIBED before me this ____ day of ____________, 2016.

By: ________________________________
    NOTARY PUBLIC,
    State of Florida at Large

(Print, Type or Stamp Notary Name)

My Commission Expires:

Personally Known
Produced Identification
Type of Identification Produced ____________________________
FIRST CALL FOR HELP OF BROWARD, INC., (d/b/a) 2-1-1 Broward, a Florida not for profit

BY: ______________________________

ATTEST: ___________________________

SWORN TO AND SUBSCRIBED before me this _____ day of ____________, 2016.

By: ______________________________

NOTARY PUBLIC,
State of Florida at Large

(Print, Type or Stamp Notary Name)

My Commission Expire:

Personally Known
Produced Identification
Type of Identification Produced __________________________
EXHIBIT “A”

LEASED PREMISES LEGAL DESCRIPTION

Folio No. 4941 02 03 0100

The West 78.0 feet of Lot 1, Block 11, LAUDERDALE NORTH PARK SECTION THREE, according to the plat thereof, as recorded in Plat Book 72, Page 39, of the Public Records of Broward County, Florida. Said lands situate, lying and being in Broward County, Florida.
EXHIBIT “B”

LIST OF FURNISHINGS AND CONTENTS AS PART OF LEASE

(To be identified)
RESOLUTION NO. ________________

A RESOLUTION OF THE CITY OF NORTH LAUDERDALE, FLORIDA RECOGNIZING THE PLIGHT OF ROBERT LEVINSON AND DEMANDING HIS SWIFT AND SAFE RETURN TO HIS FAMILY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Robert Levinson served as a special agent with the Federal Bureau of Investigation for 22 years and with the United States Drug Enforcement Administration for 6 years; and

WHEREAS, Robert Levinson rendered valuable public service to this nation before his retirement from the Federal Government; and

WHEREAS, Robert and Christine Levinson reside and raised their children in the City of Coral Springs, Florida; and

WHEREAS, Robert Levinson was kidnapped in Iran on March 9, 2007; and

WHEREAS, Robert Levinson's captivity is one of the longest in American history; and

WHEREAS, Robert Levinson's personal health has deteriorated in captivity due to his diabetic condition and the lack of access to proper medication to control that condition; and

WHEREAS, citizens of this great nation have worked tirelessly to acquire signatures on behalf of Robert Levinson to ensure that the Federal Government utilize all of its diplomatic resources to secure his release and safe return to his family in Coral Springs; and

WHEREAS, governmental as well as private organizations are actively working to bring Robert Levinson home; and

WHEREAS, recently the U.S. Government was able to negotiate the release of several U.S. citizens held in Iran; and

WHEREAS, the City of North Lauderdale requests the U.S. Government to continue and double their efforts in obtaining the release of Robert Levinson; and

WHEREAS, the City of North Lauderdale demands the Iranian Government release Robert Levinson.
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF NORTH LAUDERDALE, FLORIDA:

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

Section 2. The City of North Lauderdale recognizes the plight of Robert Levinson and demands his swift and safe return to his family.

Section 3. The City Clerk is authorized to transmit this Resolution to the President of the United States, the appropriate Federal and State legislative members, the Governor of the State of Florida, and the City of Coral Springs.

Section 4. This resolution shall become effective upon adoption.

PASSED AND ADOPTED BY THE CITY COMMISSION OF THE CITY OF NORTH LAUDERDALE, FLORIDA, THIS 8th DAY OF MARCH, 2016.

APPROVED AS TO FORM:

__________________________________
CITY ATTORNEY SAMUEL S. GOREN

__________________________________
MAYOR JACK BRADY

__________________________________
VICE MAYOR DAVID G. HILTON

ATTEST:

__________________________________
CITY CLERK PATRICIA VANCHERI
MEETING AGENDA

Tuesday, March 8, 2016
Immediately Following North Lauderdale City Commission Meeting

1. ROLL CALL

   President Jack Brady
   Treasurer David G. 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. February 9, 2016

3. OLD BUSINESS

   a. Budget Report – Susan Nabors, Chief Financial Officer

4. NEW BUSINESS

   a. Donation to North Lauderdale Days - $15,000.00

   b. Authorize Treasurer Hilton to Sign Checks
      a. $4,500 – Spring Camp
      b. $15,000 – North Lauderdale Days

5. BOARD COMMENTS

6. ADJOURNMENT
MINUTES

February 9, 2016

The North Lauderdale Recreation Foundation met at the Municipal Complex on Tuesday, February 9, 2016. The meeting convened at 7:22 p.m.

1. ROLL CALL – Clerk called roll. All present.

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

2. APPROVAL OF MINUTES


3. OLD BUSINESS - None

4. NEW BUSINESS

   a. Susan Nabors, CFO – Reported there are no changes from the last presentation and through February 5, 2016, the Foundation received a total income of $2,522.76; incurred expenses of $15,452.82, for a total net loss for this year of $12,930.06. The Foundation has $93,214.69 in the bank and was able to cover the loss for the year.

   b. Donation to North Lauderdale Fire/Rescue from IAFF Local 3080 – Mr. Sargis commented that in the past two years along with Jeff Ellis, they have provided reduced swim lessons to approximately 800 residents for just under $15,000. The goal this year is to provide lessons to another 500 residents. Ian Sargent, Vice President of the International Association of Firefighters Local 3080 commented that Broward County leads the State in drowning deaths and drowning is the leading accidental drowning death for ages 1-4 years old. He presented a check to the Foundation for $1,000.00 and stated that hopefully the IAFF’s donation will offset the costs of swim lessons for some North Lauderdale families to prevent drowning. The Foundation thanked the IAFF for its donation.
c. **Summer Swim Lesson** – Mr. Sargis stated that the donation to the Foundation Donation will increase the number of lessons to far exceed the number of registrations as the residents are taking advantage of the discounted lessons and they are looking forward to continuing the Summer Swim Lesson program. Mr. Sargis commented that there may be some upcoming changes in the way the discount is provided, such as possibly a gift card, but he will provide details and solutions at a later meeting.

d. **Donation - $4,500 – Spring Camp** – Mr. Sargis stated that Spring Camp is early this year; running from March 19-15th and it is $80.00 per child. This donation from the Foundation will offset some of the registration costs. Director Moyle moved to approve the donation. Seconded by Secretary Wood. Motion approved unanimously by voice vote.

5. BOARD COMMENTS - None

6. **ADJOURNMENT** – There being no further business, the meeting adjourned at 7:30 p.m.

Respectfully submitted,

Patricia Vancheri, Foundation Clerk