CITY OF NORTH LAUDERDALE

COMMISSION MEETING

TUESDAY, NOVEMBER 15, 2016

REGULAR MEETING – 6:00 p.m.

AGENDA

1. INVOCATION AND PLEDGE OF ALLEGIANCE – Commissioner Wood

2. ROLL CALL

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

3. APPROVAL OF MINUTES

a. October 25, 2016

4. PRESENTATIONS

a. Certificate of Recognition to BSO Detention Officer Vincent Graham

5. PROCLAMATIONS

a. American Cancer Society – Great American Smokeout Day – November 17 (Jeff Schultz)

6. PUBLIC DISCUSSION
7. QUASI-JUDICIAL ITEMS

a. **SUBJECT: SEU 16-03**

Family Consignment Store
7308 Southgate Boulevard (Presidential Plaza)

Special exception use to allow a retail store with used merchandise as incidental to the sale of new merchandise in accordance with section 106-468 of the Master Business List in a Community Business (B-2) zoning district.

**APPLICANT:** Family Consignment Store

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

**MOTION:** To approve the Special Exception Use permit to use 1,410 square feet as a primary retail store with second hand sales as an accessory use in accordance with Section 106-438 (b) and Section 106-468 the Master Business List in a General Business (B-2) zoning district.

b. **ORDINANCE – First Reading - VAR 16-04 Village Mobile Home Park**

3900 W. Prospect Road -
APPLICANT: Riverstone Communities Co.

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

**AN ORDINANCE OF THE CITY OF NORTH LAUDERDALE, FLORIDA, APPROVING AND GRANTING A VARIANCE FROM THE NORTH LAUDERDALE CODE OF ORDINANCES, SECTION 106-184 (b) REGARDING OVERALL WALL/FENCE HEIGHT WHERE 6 FEET IS ALLOWED AND 8 FEET IS BEING REQUESTED; PROVIDING FOR STIPULATIONS AND CONDITIONS; PROVIDING THAT PROVISIONS NOT VARIED BY THIS ORDINANCE REMAIN IN FULL FORCE AND EFFECT; PROVIDING FOR CONFLICTS; AND PROVIDING AN EFFECTIVE DATE.**
8. CONSENT AGENDA

- Remove items from consent agenda if desired
- Commission motion, second and vote to read
- Attorney reads consent agenda
- Commission motion, second and vote to adopt the consent agenda

a. RESOLUTION – Authorized Individuals for Investments Account(s)

A RESOLUTION OF THE CITY OF NORTH LAUDERDALE, FLORIDA AUTHORIZING THE CITY MANAGER TO PROVIDE THE LIST OF INDIVIDUALS APPROVED TO MAKE DECISIONS ON BEHALF OF THE CITY ON THE MORGAN STANLEY SMITH BARNEY INVESTMENT ACCOUNT(S); PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

b. RESOLUTION - RESOLUTION – SWAV 16-06 – Sign Waiver

Dollar Tree - 7310 W. McNab Rd.
APPLICANT - AnchorSign Co.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF NORTH LAUDERDALE, FLORIDA, APPROVING A SIGN WAIVER REQUEST FOR ONE WALL SIGN FOR DOLLAR TREE TO BE LOCATED AT 7310 W MCNAB ROAD NORTH LAUDERDALE, FLORIDA, THEREBY PERMITTING THE INSTALLATION AND MAINTENANCE OF A WALL SIGN WITH 30 INCH HIGH LETTERS “DOLLAR TREE” WHEREAS A MAXIMUM OF 16 INCH HIGH LETTERS ARE ALLOWED BY SECTION 94-16 (C) (2) (c) WITHIN A GENERAL BUSINESS (B-2) ZONING DISTRICT.”

c. RESOLUTION - North Lauderdale Days 2017

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF NORTH LAUDERDALE, FLORIDA, ESTABLISHING APRIL 14 THROUGH APRIL 16 AS NORTH LAUDERDALE DAY (S) FOR THE YEAR 2017 IN THE CITY OF NORTH LAUDERDALE; PROVIDING FOR COMPLIANCE WITH THE TERMS, CONDITIONS AND PROVISIONS OF ORDINANCE NO. 81-3-409 WHICH DID CREATE AND ESTABLISH “NORTH LAUDERDALE DAY” AS A DAY TO OCCUR AS A FESTIVE EVENT AND CELEBRATION OF THE CITY OF NORTH LAUDERDALE; AND PROVIDING AN EFFECTIVE DATE.
9. OTHER BUSINESS

a. **RESOLUTION - Master Agreement for Purchasing Card (P-Card) Services**

- Motion, second and vote to read
- Attorney reads title
- Staff presentation (Susan Nabors)
- 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 APPROPRIATE CITY OFFICIALS TO EXECUTE AN COMMERCIAL PLUS CARD MASTER AGREEMENT BETWEEN THE CITY OF NORTH LAUDERDALE AND TD BANK, FOR PURCHASING CARD SERVICES; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

b. **RESOLUTION – Assistance to Firefighter Grant**

- Motion, second and vote to read
- Attorney reads title
- Staff presentation (Chief Turpel)
- 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 A FEDERAL EMERGENCY MANAGEMENT AGENCY ASSISTANCE TO FIREFIGHTERS GRANT IN THE AMOUNT OF $33,200.00 TO PROVIDE FUNDING FOR THE PURCHASE OF VEHICLE EXTRICATION EQUIPMENT; WITH THE UNDERSTANDING THAT THE GRANT WILL PAY FOR 90% OF THE TOTAL OR $29,880.00 AND THE CITY'S RESPONSIBILITY WILL BE A 10% MATCH, OR $3,320.00; PROVIDING FOR FINDINGS AND CONCLUSIONS WITH REGARD TO THE BENEFITS TO BE DERIVED BY ACCEPTING SUCH GRANT FUNDS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.
c. **RESOLUTION – FY 2016 Assistance to Firefighter Grant (Regional Joint Application)**

- Motion, second and vote to read
- Attorney reads title
- Staff presentation (Chief Turpel)
- 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 A JOINT APPLICATION IN PARTNERSHIP WITH FIRE RESCUE DEPARTMENTS FROM SUNRISE, OAKLAND PARK, POMPANO BEACH, PEMBROKE PINES, DAVIE, HALLANDALE, AND LIGHTHOUSE POINT FOR A FEDERAL EMERGENCY MANAGEMENT AGENCY ASSISTANCE TO FIREFIGHTERS GRANT IN THE AMOUNT OF $145,495.00 TO PROVIDE FUNDING THE PURCHASE OF NEW P25 COMPLIANT PORTABLE RADIOS, WITH THE UNDERSTANDING THAT, IF AWARDED, THE CITY WILL BE REQUIRED TO PROVIDE $13,227.00 IN MATCH DOLLARS; PROVIDING FOR FINDINGS AND CONCLUSIONS WITH REGARD TO THE BENEFITS TO BE DERIVED BY ACCEPTING SUCH GRANT FUNDS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

d. **RESOLUTION – Bay Floor Repair at Fire Station 44**

- Motion, second and vote to read
- Attorney reads title
- Staff presentation (Chief Turpel)
- 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 OR HER DESIGNEE TO ENTER INTO AN AGREEMENT WITH GATOR PAVING & CONSTRUCTION LLC FOR THE RENOVATION OF FIRE STATION 44 BAY FLOORS IN AN AMOUNT NOT TO EXCEED $59,705.00, AND PROVIDING AN EFFECTIVE DATE.
e. **RESOLUTION – 43rd Year (2017-2018) Community Development Block Grant Application**

- 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, AUTHORIZING AND DIRECTING THE CITY MANAGER OR HER DESIGNEE OF THE CITY OF NORTH LAUDERDALE, FLORIDA, TO APPLY FOR AND TO FILE SUCH DOCUMENTS AS MAY BE REASONABLY REQUIRED FOR AVAILABLE 43rd YEAR (FISCAL YEAR OCTOBER 2017 – SEPTEMBER 2018) COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS IN THE ESTIMATED AMOUNT OF $228,178 FOR THE PURCHASE ASSISTANCE AND COMMERCIAL REVITALIZATION PROGRAMS PROVIDING THAT THE CITY MANAGER SHALL BE AUTHORIZED TO EXECUTE GRANT AWARD AGREEMENTS AND TO TAKE ALL NECESSARY ACTIONS, INCLUDING, BUT NOT LIMITED TO EXTENSIONS OF TIME, LINE-ITEM BUDGET AMENDMENTS, AND PROGRAM MODIFICATIONS TO IMPLEMENT SAID PROGRAMS IF AND WHEN FUNDING IS APPROVED; PROVIDING FOR FINDINGS AND CONCLUSIONS WITH REGARD TO THE BENEFITS TO BE DERIVED BY PROCESSING AND OBTAINING SUCH GRANT FUNDS; AND, PROVIDING AN EFFECTIVE DATE.

f. **RESOLUTION – North Lauderdale Sickle Cell Walk**

- 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, RECOGNIZING A 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.
10. REPORTS

11. COMMISSION COMMENTS
   a. Deputy City Clerk Evaluation
   b. Discussion and possible motion to consider new ordinance regarding swale parking (Commissioner Moyle)
   c. Discussion and Motion regarding attendance at the FLC 56th Annual Legislative Conference on December 8-9
   d. Sickle Cell Walk – Saturday, November 19 – 8:00 am – Hampton Pines Park (Mayor Brady)

12. CITY MANAGER COMMENTS
   a. Upcoming Events
      • Winterfest – Friday, November 25 – 5:00 pm – 9:00 pm – Jack Brady Sports Complex
      • Holiday Parade – Saturday, December 10 – 4:00 pm

13. CITY ATTORNEY COMMENTS
   a. City of North Lauderdale adv. US Bank – Settlement and Stipulation Agreement

14. ADJOURNMENT
The North Lauderdale City Commission met at the Municipal Complex on Tuesday, October 25, 2016. The meeting convened at 6:00 p.m.

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

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

   Mayor Jack Brady  
   Vice Mayor 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. **October 11, 2016** – Commissioner Graziose moved to approve the Minutes as submitted. Seconded by Commissioner Moyle. **Motion approved unanimously by voice vote.**

4. **PRESENTATIONS**

   a. **Government Finance Officers Association - Certificate of Achievement for Excellence in Financial Reporting (CAFR) to the City of North Lauderdale for FY ending 2015** – Clerk Vancheri read certificate language into the record and Susan Nabors, Finance Director was present to accept the award on behalf of the City.
5. **PROCLAMATIONS**

   a. **Supporting State Funding for Boys & Girls Clubs** – Clerk Vancheri read the Proclamation into the record and Jill Arbogast, a representative from the Boys and Girls Club was present to receive the Proclamation.

6. **PUBLIC DISCUSSION**

   **Patricia Amiel-Young** – 7401 Tam O’Shanter Blvd. – Ms. Amiel-Young stated she is proud of the awesome job our City Manager and Staff did in educating the public about the Penny Surtax during their Town Hall meeting held recently. She also commented that she is thinking about reaching out to some radio spots to further educate the public.

7. **QUASI-JUDICIAL ITEMS**

   a. **SUBJECT: SEU 16-03 Family Consignment Store**  
   7308 Southgate Boulevard (Presidential Plaza)

   Special exception use to allow a retail store with used merchandise as incidental to the sale of new merchandise in accordance with section 106-468 of the Master Business List in a Community Business (B-2) zoning district.

   Commissioner Wood moved to read; seconded by Commissioner Graziose. Attorney read item. The applicant was not present. Commissioner Moyle moved to table the item to a time when the applicant could be present. Seconded by Commissioner Graziose. All in favor. City Manager Bhatty commented that the item should be scheduled to a time certain in order to avoid the cost of re-advertising, which the applicant would have to bear. **The motion was revised by Commissioner Graziose to move the item to the Commission meeting scheduled for November 15th at 6:00 p.m. Commissioner Moyle seconded the motion. All in favor by voice vote.**

8. **ORDINANCES SECOND READING**

   a. **Ordinance – Second Reading – Amendment to the Service Fee for Bad/Dishonored Payments**

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

   **AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF NORTH LAUDERDALE, FLORIDA, AMENDING APPENDIX F, OF THE CITY OF NORTH LAUDERDALE CODE OF ORDINANCES, ENTITLED "FEES", BY AMENDING ARTICLE II, ENTITLED, "OTHER FEES AND CHARGES", SECTION 53 ENTITLED**
“SERVICE FEE FOR DISHONORED CHECKS” AND SECTION 2-222 ENTITLED “SERVICE FEE FOR BAD CHECKS” TO PROVIDE FOR REVISIONS TO THE FEE FOR DISHONORED PAYMENTS TO BE CONSISTENT WITH THE PROVISIONS OF SECTION 166.251 OF THE FLORIDA STATUTES, AS PERIODICALLY AMENDED; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR AN EFFECTIVE DATE.

Susan Nabors, Finance Director, presented the item based on backup memorandum. She indicated that periodically the City receives payment from customers that are dishonored by the bank typically due to insufficient funds. The City is charged a fee for each returned check and administrative costs are incurred with regard to processing those payments. The State allows government agencies to charge customers a service fee for dishonored payments and the City has not updated the fee schedule for this since 1992. Ms. Nabors indicated that the State allows for a tiered approach to collecting fees depending on the face value of a dishonored payment. Staff is seeking approval tonight on second reading of the proposed ordinance to update the fee schedule to be consistent with Florida Statutes and to allow administration to change the fee structure as needed and periodically amended by the Florida Statutes. Public hearing opened. No one spoke. Commissioner Graziose moved to adopt. Seconded by Commissioner Moyle. No Commission discussion. All in favor by voice vote.

ORDINANCE NO. 16-10-1344 PASSED AND APPROVED UNANIMOUSLY ON SECOND READING

At this point, City Manager Bhatty advised of a WALKON ITEM: RESOLUTION - Institutional Cash Advisory Program Agreement

Commissioner Graziose made a motion to add the item to the agenda. Seconded by Commissioner Wood; a motion was made to read and seconded by Commissioner Graziose. Attorney read:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF NORTH LAUDERDALE, FLORIDA, AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO EXECUTE AN INSTITUTIONAL CASH ADVISORY PROGRAM AGREEMENT BETWEEN THE CITY OF NORTH LAUDERDALE AND MORGAN STANLEY SMITH BARNEY, LLC., FOR INVESTMENT ADVISORY SERVICES; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Susan Nabors, Finance Director, advised that the City has had an advisory agreement with Davidson since October of 2009, with an amendment to the agreement dated December, 2015 to lower the fee schedule associated with the contract. On September 29th, the City was notified that Davidson Fixed Income Management had decided to exit the separately managed account business to which Davidson provided investment advisory services to government agencies. In connection with that decision, the team which previously supported its separately managed account investment advisory business, has joined Morgan Stanley Smith Barney’s team which is
focused on public fund management. DFIM did notify the City of the termination of the advisory agreement effective October 31, 2016. Ms. Nabors stated in order to have our investments still serviced in the best possible manner, it is recommended that we enter into a new advisory agreement with MSSB. The same investment team will still manage the City’s funds providing a continuity of the relationship with those familiar with the City’s investment policies. Morgan Stanley has agreed to the same fee structure as Davidson. Currently there are approximately $51 million of City funds invested.

Glenn Scott, 5313 Ghandi Drive, Boulder, Co., a long term investment manager from Davidson Fixed Income Management Inc., who is now with Morgan Stanley Smith Barney, gave a PowerPoint Presentation regarding background information for the management of these accounts and stated they searched around the country for almost a year for a new company to do public funding management for cities regarding trust funds and separately managed accounts. Commissioner Graziose moved to adopt. Vice Mayor Hilton seconded. Before the vote, Attorney Goren commented that the Inspector General looks at procurement in the cities and the methods. He indicated that the City Manager properly walked on this item due to a timing issue with regard to the transition between the companies. He indicated that the City potentially could have gone out to bid, but the end result is that the investment team is familiar with this City’s operational affairs. Attorney Goren stated that a conscious decision will be made based on the personal commitment of Mr. Scott and his staff. Also, Goren commented that the cost and expense of entering into a new contract is neutral, in that it is no more or no less than the prior agreement; this will be the same management team and the same costs with a different company. Goren stated that the contract and ongoing agreement has been reviewed by the Finance Director, City Manager and his office. He also stated that the risk is being taken on by the advisor and a contract could be terminated at any time with proper notice. City Manager Bhatty also reiterated that the element of trust is important and that it took time to develop that trust and working with Mr. Scott and his team for the last few years under Davidson that trust was developed and it makes sense to remain status quo. No further discussion, motion passed unanimously by voice vote.

RESOLUTION NO. 16-10-6333 PASSED AND ADOPTED UNANIMOUSLY

9. OTHER BUSINESS

a. RESOLUTION – Memorandum of Understanding (MOU) with Metro Broward Professional Fire Fighters (MBPFF), Local 3080 re: Kelly Days, Hours of Work and Overtime

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

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF NORTH LAUDERDALE, FLORIDA, ACCEPTING AND OTHERWISE AUTHORIZING THE CITY MANAGER, ON BEHALF OF SAID CITY, TO EXECUTE AND OTHERWISE ENTER INTO THAT CERTAIN MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE CITY OF NORTH LAUDERDALE AND THE METRO BROWARD
PROFESSIONAL FIREFIGHTERS, LOCAL 3080 EFFECTIVE UPON RATIFICATION AND SIGNATURE OF THE CITY MANAGER AND BARGAINING AGENT OF METRO BROWARD PROFESSIONAL FIREFIGHTERS, LOCAL 3080; AUTHORIZING THE CITY MANAGER TO DO ALL THINGS NECESSARY TO CARRY OUT THE AIMS OF THIS RESOLUTION; AND, PROVIDING AN EFFECTIVE DATE.

Jennifer Yarmitzky, Human Resources Manager, presented the item based on backup memorandum. She commented that through the review of some payroll processes in the Collective Bargaining Agreement with the Metro Broward Professional Fire Fighters an issue was recently brought to their attention regarding Kelly Days. She explained the Kelly day off calculations and how it keeps the firefighters’ annual hours worked to 2,496, and how additional costs would be incurred by the City if there were no Kelly Days. Kelly Days helps to control salary costs. Ms. Yarmitzky explained that an analysis was done regarding paying overtime and having Kelly Days to provide fair and competitive compensation for the City’s fire rescue personnel by counting Kelly Days as time worked for overtime calculation purposes. The membership of the MBPFF has voted and agreed with the MOU. Commissioner Graziose asked how many hours were included. Ms. Yarmitzky replied that our fire fighters are paid 96 hours every two weeks to keep their base pay at the same rate. No further discussion. Commissioner Moyle moved to adopt. Seconded by Commissioner Graziose. All in favor by voice vote.

RESOLUTION NO. 16-10-6328 PASSED AND ADOPTED UNANIMOUSLY

b. RESOLUTION - RFQ #16-06-361 – Request for Qualifications Professional Engineering and Architectural Services

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

Attorney read:

A RESOLUTION OF THE CITY OF NORTH LAUDERDALE, FLORIDA, ACCEPTING THE POOL OF PROFESSIONALS FOR RFQ#16-06-361 FOR PROFESSIONAL CIVIL AND ENVIRONMENTAL ENGINEERING SERVICES, PROFESSIONAL GEOTECHNICAL SERVICES, PROFESSIONAL STRUCTURAL ENGINEERING, PROFESSIONAL LAND SURVEYOR, ELECTRICAL ENGINEERING, GENERAL PROFESSIONAL ARCHITECTURAL SERVICES AND PROFESSIONAL LANDSCAPING ARCHITECTURE SERVICE; AND PROVIDING AND EFFECTIVE DATE.

George Krawczyk, Public Works Director, presented the item based on backup memorandum. He indicated that this Request for Qualifications was in accordance with Florida Statute 287.055, known as the Consultant’s Competitive Negotiation Act (CCNA) and the purpose is to establish a pool of consultants for each category listed in the memorandum to be used as needed per project. The RFQ was advertised on June 5th and June 19th. 32 bid packets were opened on July 17, 2016. There were two addendum included as well as a question and answer submitted. There was one vendor deemed non-compliant (Eckler Engineering) for not responding to
Addendum #2. Mr. Krawczyk read into the record the seven service categories requested. Attachment “A” to the resolution lists the respondents and the types of service categories each firm was interested in. All submittals were reviewed by the evaluation committee and Staff will be responsible to choose vendors from the pool of consultants and ensure that the purchasing policies are met. All rules of the CCNA will be followed. Staff recommends approval of the attached resolution accepting the pool of professionals as listed in the attachment. 

**Commissioner Moyle moved to adopt. Seconded by Commissioner Graziose.** Vice Mayor Hilton asked if we will take bids from several of the vendors per project, or will staff select one to do the work. He said he knows from experience that the price structures from these firms are very different. Mr. Krawczyk replied that staff will reach out to the firms on the list and will follow the CCNA guidelines to go down the list to determine if the firm is interested and the price line is agreeable. City Manager Bhatty explained that regarding the City’s projects, they may not be complicated enough for a big firm to take on based on rate structure, time frame and scope of services. She said this sometimes required subcontracting which led to additional costs. Depending on the nature of the project, a smaller firm may be able to handle it. City Manager Bhatty stated that a wider range of vendors allows for better pricing keeping in mind the needs of the City. Commissioner Wood asked if any minority participation, in other words companies or small businesses headed by women or other minorities. Mr. Krawczyk replied that two firms on the list are actually smaller firms but there was no minority business requirement in the RFQ packet. He stated that some of the firms submitting have sub-contractors that are minorities and they can make that inquiry. Mr. Wood commented that he would like to look for minority participation. City Manger replied that in future requests the language can be added, and that most firms have minority employees represented.  

**No further discussion; motion passed unanimously by voice vote.**

**RESOLUTION NO. 16-10-6329 PASSED AND ADOPTED UNANIMOUSLY**

c. RESOLUTION - Equipment Surplus

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

**A RESOLUTION OF THE CITY OF NORTH LAUDERDALE, FLORIDA AUTHORIZING THE SURPLUS OF ITEMS LISTED IN ATTACHMENT “A”, AND UTILIZING THE SERVICES OF OUR CURRENT VENDOR BIDERA AUCTIONS AS BEING THE MOST APPROPRIATE METHOD OF DISPOSAL; AND PROVIDING AN EFFECTIVE DATE.**

George Krawczyk, Public Works Director, presented the item based on backup memorandum. He indicated that over the summer a cleanup of some of the departments located items that could be declared surplus as listed on the attachment to the resolution. Upon approval Bidera Auctions will post a public bid. **Commissioner Wood moved to adopt. Seconded by Commissioner Moyle. No discussion. All in favor by voice vote.**

**RESOLUTION NO. 16-10-6330 PASSED AND ADOPTED UNANIMOUSLY**
d. RESOLUTION - Authorizing the Submittal of Future Grant Applications for Funding Street Improvements Including Art and Safety Elements

Commissioner Wood moved to read. Seconded by Commissioner Graziose.

Attorney read:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF NORTH LAUDERDALE, FLORIDA, AUTHORIZING AND DIRECTING THE CITY MANAGER OR HER DESIGNEE TO APPLY FOR AND TO FILE SUCH DOCUMENTS AS MAY BE REASONABLY REQUIRED TO APPLY FOR STREET SAFETY AND AESTHETIC IMPROVEMENT GRANTS PROVIDING THAT THE CITY MANAGER OR HER DESIGNEE SHALL BE AUTHORIZED TO EXECUTE GRANT AWARD AGREEMENTS AND TO TAKE ALL NECESSARY ACTIONS, INCLUDING, BUT NOT LIMITED TO EXTENSIONS OF TIME, LINE-ITEM BUDGET AMENDMENTS, AND PROGRAM MODIFICATIONS TO IMPLEMENT SAID PROGRAMS IF AND WHEN FUNDING IS APPROVED; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Tammy Reed-Holguin, Community Development Director, presented the item based on backup memorandum. The request for authorization to apply for future grants and execution of any grant award agreements includes projects for improving street safety and introducing elements into the streets of the City. Staff previously applied, without success, for a Community Planning Technical Assistance Grant. However, staff did reach out and received recommendations on improving the grant application process. One suggestion was to have the support of the City Commission by resolution when applying. Ms. Reed-Holguin commented that with regard to some grant applications there is not enough time because of the deadlines to take the request to the Commission. Therefore, tonight they are requesting consideration and adoption of a resolution, which could be used for different grants all pertaining to transportation and public safety on our roadways, for applying to different agencies in a timely manner. Commissioner Moyle moved to approve. Seconded by Commissioner Graziose. All in favor by voice vote.

RESOLUTION NO. 16-10-6331 PASSED AND ADOPTED UNANIMOUSLY

e. RESOLUTION - Microsoft Enterprise Software Product License Purchases

Commissioner Wood moved to read. Seconded by Commissioner Moyle.

Attorney read:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF NORTH LAUDERDALE, FLORIDA, AUTHORIZING THE EXPENDITURE OF FUNDS FOR THE PURCHASE OF MICROSOFT ENTERPRISE SOFTWARE LICENSES FROM SOFTWARE HOUSE INTERNATIONAL AS LISTED IN SECTION ONE OF THIS RESOLUTION; PROVIDING FOR THE AMOUNT NOT TO EXCEED $44,200.00 AND PROVIDING FOR AN EFFECTIVE DATE.
Attorney Goren commented that there is a correction to the contract number mentioned in the backup memorandum, and the correct contract number should be #4323000-15-2. This number occurs also in Section 3 of the Resolution and the record copy, if approved by the Commission will reflect the correction. Mitch Williams, Information Technology Manager, presented the item. He stated tonight consideration of the attached resolution is being sought to renew the City’s Enterprise Agreement with Microsoft via Software International. He commented that the original Microsoft Enterprise Agreement was established in 2013 with installment payments for the three year period due in December 2013; 2014 and 2015. City Administration is seeking Commission’s approval to renew the Software License Agreement contract with Microsoft Corporation for an additional three (3) years with payment obligations in December of 2016; 2017 and 2018. Staff is requesting funding to meet the December 2016 obligation in an amount not to exceed $44,200 budgeted in the 2017 FY IT budget line item. Commissioner Moyle moved to approve. Seconded by Commissioner Wood. All in favor by voice vote. City Manager Bhatty interjected that they will come to Commission every year before making payment since it is a “true up” cost each year of the three year contract.

RESOLUTION NO. 16-10-6332 PASSED AND ADOPTED UNANIMOUSLY

10. REPORTS

a. Presentation for Commission direction on Eco-ATMs
Tammy Reed-Holguin, Community Development Director, stated she is giving this presentation to the Commission tonight to get feed-back regarding placement of Eco-ATMs within the City. She indicated that this is a type of kiosk for old cell phones or tablets that are unused. The devices can be hooked up, scanned to determine the serial number and a picture and/or fingerprint is taken of the person inserting the device. It will then determine how much the payment will be for the item. If the person decides to leave the item for cash, they will insert it into the device and receive cash back. Ms. Reed-Holguin commented that they met with BSO and got some pointers and that BSO could also share some information. She indicated that these devices are in some cities already, like the Panhandle of Florida, and are located in malls or WalMarts. We got an inquiry to put one in the new WalMart. These kiosks are governed by Florida Statutes as a second-hand dealer. Some cities call them automated pawn shops. During staff research, BSO commented that a person using the system would be documented and in some cases some stolen items are located. Reports are made to local enforcement agencies with regard to the devises deposited. Ms. Reed-Holguin reported that our City Code prohibits pawn shops although we allow second hand dealers as an accessory use with a special exception use permit. She indicated they are not sure which use this would fit into, but wanted to get some feedback on it. She said BSO was very helpful when staff met with them and they may add some additional information. BSO Captain Faer said Ms. Reed-Holguin did an excellent job explaining everything, and he just added that the pawn laws in the State of Florida are very strict and this is a very large company that has worked with the Florida legislature to make sure they adhered to the laws. One law regarding pawn shops is that a live person has to verify that the ID matches the person, and with this device, there will be a live person connected to it on video, and for every transaction a person will have to show ID and face. Captain Faer stated that this is a legitimate business that captures a lot of data. Commission Wood asked if WalMart made this
request. Ms. Reed-Holguin responded that the Eco-ATM company made the request, but that they had a letter from WalMart indicating that they would permit it in their store. Commissioner Graziose questioned what happens if an item is stolen. Captain Faer explained how the item is held and that the item is reported by serial number and tracked. It would be flagged and collected by BSO if it were stolen. The person who submitted the item would then be interviewed. Commissioner Graziose asked if this is to be located inside or outside. Ms. Reed-Holguin replied that the City does not allow any vending machines on the outside of stores. She said if the Commission wishes to pursue this, they will look at the Code to see if they should be licensed as a vending machine; limit the number and how it could be regulated. City Manager Bhatty commented that it could also be a special exception use requirement and looked at on a case by case basis, and requirements such as only indoor use could be added. Commissioner Wood asked if other South Florida cities have these. Ms. Reed-Holguin replied that she did not know if they are looking at it, but from research they did not see any right now that have them; they seem to be farther north. Captain Faer said he doesn’t think they are in the tri-area locally yet but that they may be in the near future. Commissioner Wood said if it is secure and a person is not turning in stolen merchandise, we may be on the cutting edge of putting something like this in WalMart. City Manager Bhatty said they will continue to do research to see how this category would fit in our current Code and if it seems it would fit they will bring it back as a special exception use permit. Mayor Brady asked for a consensus and it was agreed. Commissioner Graziose commented that if people wanted to donate, they could donate to a worthy organization.

b. Update on Teleperformance Generators
Tammy Reed-Holguin, Community Development Director, reported that with regard to the noise complaints over the past few years, Teleperformance has made some improvements such as changing the times of their testings and installing a new unit with sound suppression for the generators which makes a huge difference. The unit is very expensive and they have only installed one out of ten. Ms. Reed-Holguin stated that after contacting the manager several times requesting that they budget for this noise suppression improvement rather than pay fines or going to the Special Magistrate for a Cease and Desist Order, they have gotten a good response. Their new management team flew someone in from Utah and they have an attorney in West Palm Beach. Ms. Reed-Holguin reported that there was a meeting on site on October 13th. Two new hoods have been installed so the noise goes up in the air reducing the noise decibels. They also discussed putting them on some of the other generators that are closer to residences. Also, the generators will be tested one at a time for 15 minutes minimum, every other week. If it is known in advance that the generators would need to be run at any other time for maintenance or a longer period of time, the City will be notified so that a robo-call announcement could be put out to the surrounding residences, and the City has been provided with local contact people who can help with any issues. There is also a replacement plan in place for the generators to have sound suppression.

c. Annual Floodplain Management Progress Report
George Krawczyk reported that the City is participating in a Community Rating System (CRS) Program for flood insurance purposes. As part of this program, an annual report must be provided publicly. The City is part of the Broward County Unified Local Mitigation Strategy
LMS) and was adopted into the CRS program on May 1, 2016, with a #9 rating. Copies of these records are available for review in the Public Works/Utilities Office and a copy of this report is also available. Some highlights of the report include no flood activities occurred during this reporting period and no impact to the repetitive loss areas. During this reporting period, Broadview Pompano Canal project commenced and is scheduled to be complete by March 2017, which will add additional drainage capacity and restore the banks of the canal. The repetitive loss area is under review and additional outreach programs will be coordinated throughout the City through public information. Commissioner Graziose asked for clarification of the #9 rating. Mr. Krawczyk replied that the lower the number, the better the discount for residents for flood insurance policies. Commissioner Wood asked how we can get a better rating and Mr. Krawczyk replied that open space is a key point and we don’t have that, but we will get credit points for more public information outreach activities; improving drainage and having annual reviews.

11. COMMISSION COMMENTS

- Commissioner Moyle commented that the Town Hall meeting was very successful and the City Manager, Assistant City Manager and Public Works Director did a fantastic job presenting the PowerPoint on the Penny Surtax. He also commended Commissioner Graziose and Commissioner Wood who spoke very knowledgeably on the subject.
- Commissioner Moyle made comments about people parking on the swale areas and ruining the sod. He would like to see the City move forward with an Ordinance with regard to whether homeowners should be paying for repairs for damage caused by others parking in the swales. City Manager stated she will look into it and come back with a report.
- Commissioner Wood also commented on some people in his area who park and block the narrow roadways.
- Commissioner Graziose commented that he appreciated the robo-call from the Fire Dept. regarding taking down shutters; Haunted Hamptons was very good and he got a lot of good comments from residents; and bulk pickup.
- Commissioner Moyle interjected that he would like a Proclamation given to Margate Retiring Commissioner Talerico. Commission’s consensus was to prepare the document and present it to him at the breakfast being held on Nov. 1st in his honor.
- Vice Mayor Hilton commented on the clothing and relief items collected for Haiti and that the items were given to Pastor Philippi of First Haitian Baptist Church of North Lauderdale and it was much appreciated. He thanked all those who donated and that the donations were still being collected.
- Commissioner Wood thanked those persons who attended the ribbon cutting at Spark Health Center at Jefferson Square. He said it is a unique concept for seeing patients, offering insurance and registering family members in Haiti for care. Also, he said he was happy to see the Penny Surtax signs up. Also, he gave an A+ to the City Manager on her upcoming evaluation.
- Commissioner Moyle commented on missing ballot questions on the mail-in ballot. City Manager Bhatty replied that there was an article in the paper today regarding there being a printing issue.
• Mayor Brady commented that the Aging and Disability Resource Center is having a charity golf tournament this Sunday at Inverrary. Also, the The Boys & Girls Club is having a community barbeque this Saturday. There is a Sickle Cell Walk on November 19th at Hampton Pines Park and Teleperformance is helping to get donations.

12. CITY MANAGER COMMENTS

a. City Manager’s Annual Evaluation
Attorney Goren presented the City Manager’s annual contract evaluation and referenced the backup memorandum. He stated the contract is currently in place and ongoing and the memorandum speaks to the activities and accomplishments of the past year. The Commission has a responsibility to review the City Manager’s performance annually and publicly. The evaluation allows for a compensation adjustment up to 3% as provided to other general employees, or the Commission can extend that up to 6%. City Manager Bhatty commented that she is not seeking any additional compensation other than the 3% afforded to other employees. The Mayor and Commissioners each spoke highly of the City Manager’s performance and extended their accolades to her for a job well done and for always being on top of situations by analyzing and coming up with the best decisions. City Attorney Goren also said it is an honor and privilege to operate the City’s business with the City Manager. He also commented highly on the City Manager’s assistance with the Penny Surtax issue which he supports. City Manager Bhatty said she is starting her 8th year as City Manager, with 4 years previous as Assistant City Manager, and she is honored to be in this position. She commented that she is a fortunate City Manager to have a good team of Department Heads and employees to work with and thanked everyone for supporting her.

b. Upcoming Events:
• Election Day – Tuesday, November 8 – Polls Open 7:00 am-7:00 pm
• Veterans Day Memorial Wreath Laying – Friday, November 11 – 10:00 a.m.
• Winterfest – Friday, November 25 – 5:00 – 9:00 pm – Sports Complex

13. CITY ATTORNEY COMMENTS
Attorney Goren commented that the next meeting of the Commission was scheduled for November 15th due to the election on November 8th. He stated that in past years, election results were certified much more quickly. Our Charter requires the first Tuesday after the election or as soon as practicable to swear in the members of the Commission. The Commission must adopt a resolution accepting the results of the canvassing board. Once the results are certified, a swearing in can take place, although at this time we do not know if certified results will be available by the 15th. We will standby for an answer as soon as possible after election night.

14. ADJOURNMENT – There being no further business, the meeting adjourned at 7:55 p.m.

Respectfully submitted,

Patricia Vancheri, City Clerk
City of North Lauderdale
Certificate of Recognition

Presented to

VINCENT GRAHAM
BROWARD SHERIFF’S OFFICE

The City Commission of the City of North Lauderdale, Florida is proud
to acknowledge and recognize your ability to assist a
72 year old Grandmother and her 2 year old Granddaughter
who were struggling to emerge from a lake in North Lauderdale
on November 1, 2016.
The toddler had run unexpectedly into the water after their
family cat and your immediate reaction to a dangerous situation
resulted in a rescue of both parties from serious harm.

Your actions were commendable and we thank you for
your dedication and commitment to your community.

Mayor Jack Brady
Vice Mayor David G. Hilton
Commissioner Rich Moyle

Commissioner Jerry Graziose
Commissioner Lorenzo Wood

Given this 15th day of November, 2016

__________________________________________
Mayor Jack Brady
Whereas, each year on the third Thursday in November, the American Cancer Society Sponsors the Great American Smokeout as an engineering event to encourage Americans to stop smoking; and

Whereas, the United States Surgeon General says that cigarette smoking is still a major single cause of cancer mortality in the United States and remains the most preventable cause of premature death in our society; and

Whereas, about 42 million Americans still smoke cigarettes and use other forms of tobacco; and

Whereas, millions of smokers have participated in the American Cancer Society’s Great American Smokeout, which is day set aside on which they give up cigarettes for 24 hours in the hope that they may give up the habit and quit for good; and

Whereas, quitting – even for one day – is an important step toward a healthier life; and

Whereas, smokers who quit, regardless of age, live longer than people who continue to smoke and reduce their risk of lung cancer, heart disease and stroke; and

WHEREAS, quitting is hard, but The American Cancer Society can help with many tools, resources, programs and support which can increase one’s chances of quitting successfully.

NOW, THEREFORE, We, the City Commission of the City of North Lauderdale, Florida hereby proclaim

NOVEMBER 17, 2016 as the GREAT AMERICAN SMOKEOUT DAY

and encourage all citizens who smoke or use other tobacco products to demonstrate to themselves and others that they can quit for the day and perhaps go the distance to finally give up smoking permanently.

Dated this 15 day of November, 2016

______________________________
MAYOR JACK BRADY
ITEM TABLED TO TIME CERTAIN FROM OCTOBER 25, 2016
COMMISSION MEETING TO NOVEMBER 15, 2016

CITY OF NORTH LAUDERDALE
COMMUNITY DEVELOPMENT DEPARTMENT

TO: Mayor and City Commission
BY: Ambreen Bhatty, City Manager
THROUGH: Tammy L. Reed-Holguin, Community Development Director
DATE: November 15, 2016

SUBJECT: SEU 16-03
Family Consignment Store
7308 Southgate Boulevard (Presidential Plaza)

Special exception use to allow a retail store with used merchandise as incidental to the sale of new merchandise in accordance with section 106-468 of the Master Business List in a Community Business (B-2) zoning district.

APPLICANT: Family Consignment Store

Update: This item was tabled at the October 25th City Commission meeting to time certain on November 15, 2016 since the applicant was not present to confirm agreement with conditions of approval.

The applicant is requesting a Special Exception Use permit (SEU 16-03) to allow the business to occupy unit/bay 24 totaling 1,410 square feet within the Presidential Plaza West shopping center. Family Consignment Store is requesting a Special Exception Use permit to allow this business to conduct the sale of secondhand goods as an accessory use to the primary sale of new goods. The merchandize would include clothes, shoes, perfumes, bags and other related accessories. This request is made in accordance with Article XV Businesses District, Division 1 and 2, Limitations on Uses; Section 106-438 (b) that allows the sale of secondhand goods as incidental to the sale of new goods and Master Business List, Section 106-468 that requires the applicant to obtain a special exception use permit.

The applicant is requesting the hours of operation from 9:00 A.M. to 8 P.M. Monday through Saturday and 10:00 A.M. to 6:00 P.M. on Sundays. Upon approval of the SEU, applicant must adhere to Section 106-438 (b) of the City code by providing a ratio of no less than 51% to 49% of new to used goods. The applicant will be providing a total of 60% of new goods and 40% used goods. There can be no outside sale or storage on site, no repairs on site. All sales must be retail and pick up and drop off is restricted to the rear of the building by the applicant only, no customers. The specific extent of the anticipated use is explained in the Attachments and made a part of this report.

Economic Analysis
The economic impact would be beneficial to the City of North Lauderdale, since the bay is currently vacant. The business would add to the diversity of businesses available in the area for the residents.
Traffic/ Parking Analysis
Based on the information provided by the applicant for the proposed retail use of 1,410 square feet of space, the parking requirement for the retail use according to the Section 106-223 (a) 20 of the City’s Code is 6 spaces. The plaza currently has 197 parking spaces.

The Planning and Zoning Board met on September 6th, 2016 and recommended approval of the proposed SEU to the City Commission.

RECOMMENDATION:
The City Administration recommends consideration and approval by the City Commission of the proposed SEU permit subject to the following conditions:

1. That all terms, conditions, and provisions imposed herein, including all life, health, and safety Codes pertaining to this facility are met prior to commencing and during operation.

2. In the event that any problems arise as a result of the operation of this establishment, such as noise, parking, traffic and/or other nuisances, the applicant and property owner shall make all improvements required to mitigate these nuisances so as not to negatively impact adjacent commercial/residential areas.

3. Applicant shall obtain proper approval such as Local Business Tax Receipt from the City and any outside agencies such as the County Health Department.

4. That all applicable City and Florida Building Codes regarding such an operation shall be met.

5. The applicant must adhere to Section 106-438 (b) of the City code that allows the sale of secondhand goods incidental to new goods.

6. Only retail sales shall be permitted on the premises.

7. No outside storage or sale of goods outside of any kind shall be permitted.

8. Pick up and drop off of any goods by the applicant only is restricted to the rear of the building.

9. No repairs shall be conducted on site.

10. Signs must be posted stating no delivery in the front of the building.

11. There can be no onsite delivery of donated goods by customers; applicant must pick up all donations off-site.

If the City Commission concurs with this request, a motion is in order as follows:
“To approve the Special Exception Use permit to use 1,410 square feet as a primary retail store with second hand sales as an accessory use in accordance with Section 106-438 (b) and Section 106-468 of the Master Business List in a General Business (B-2) zoning district.”
Jonise Meme  
Family Consignment Store  
7308 Southgate Blvd  
North Lauderdale, FL 33068  
Tel: (754) 423-3212

Thursday, July 7, 2016

I, Jonise Meme, certify that I will be selling the following clothing lines and accessories merchandise in new and used condition and the percentage thereof in my above mentioned store.

Up to 60% of new clothing – pants, shirts, t-shirts, jackets, dresses, shoes etc.  
Up to 40% of used clothing – same as in the above mentioned clothing line, only used.  
Accessories like: Handbags, jewelry, belts, shoes, socks, perfumes etc. in new and used condition.

The store will have at least two (2) full-time employees.  
And the store hours of operation are:  
Monday – Friday 9:00am to 8:00pm  
Saturday – 9:00am to 8:00pm  
Sunday – 10:00am to 6:00pm

I certify that the above information is true and correct to the best of my knowledge.

[Signature]  
Jonise Meme
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<th>Area (SF)</th>
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<td>17 La Paloma Financial Services</td>
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<td>18/19 Pete’s Coin Laundry</td>
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<td>23 Polish Deli Krakus</td>
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<td>08/09 TLC Dental</td>
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<td>24 Family Consignment Store</td>
<td>1,410 SF</td>
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<td>10 Antona Pizza Cafe</td>
<td>1,500 SF</td>
<td>25/26 Ministerio Vision Celestial</td>
<td>5,890 SF</td>
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<td>11 AVAILABLE</td>
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<td>27 Star Nails</td>
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<td>12 Family Dollar</td>
<td>10,000 SF</td>
<td>28 Bistro Creole Restaurant</td>
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<td>13 Antonio Pharmacy</td>
<td>1,000 SF</td>
<td>29&amp;30 South Rock Beverage</td>
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<td>14 Sedano’s</td>
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<td>31 L&amp;B Barber Shop &amp; Beauty Salon</td>
<td>990 SF</td>
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<td>15 Eden Fashion</td>
<td>1,100 SF</td>
<td>32 Mt. Sinai Baptist Church</td>
<td>3,040 SF</td>
</tr>
<tr>
<td>16 Boost Mobile</td>
<td>1,340 SF</td>
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TO: Mayor and City Commission
FROM: Ambreen Bhatti, City Manager
BY: Tammy Reed-Holguin, Community Development Director
DATE: November 15, 2016
SUBJECT: VAR 16-04 Village Mobile Home Park
3900 W. Prospect Rd.
APPLICANT: Riverstone Communities Co.

First Reading:
Variance to accommodate the building of a 8 foot high replacement wall, whereas, 6 feet in height is allowed per Section 106-184 (b) Fences, Walls and Hedges on residentially zoned property including mobile home zoning.

BACKGROUND

The applicant is proposing to reconstruct a 210 foot section of an 8 foot high wall on the West side of the property known as Village Mobile Home Park located at 3900 W. Prospect Road. The site was developed under Broward County jurisdiction and the wall was part of the original construction of the park. Over time the wall has deteriorated and needs major repairs and reconstruction. The property was annexed into the City of North Lauderdale in 2003 and must comply with all rules and regulations of the City. The variance being requested is to allow for an 8 foot high retaining wall where 6 feet high is allowed by Code. The wall also serves as a buffer between the residential and commercial property. The specific extent of project is provided in Attachment A.

ANALYSIS AND FINDINGS

The applicant is proposing to reconstruct the 8 foot tall masonry wall at the West side of the property as shown in Attachment A as a retainer due to the significant difference in elevation between the properties and to provide a sight and sound buffer from the commercial properties on the west side of the mobile home park. This will require a 2 foot variance from the allowed 6 foot height per Section 106-184 (b) of the City Code.

Per the guidelines and criteria contained in Section 106-79 of the City Code, a variance shall not be granted unless the City’s governing body determines the following:

1. That special circumstances exist affecting the land involved preventing the reasonable use of such land.
2. That the circumstances, which cause the hardship, are peculiar to the property, such that they clearly constitute marked exceptions to other properties in the district.

3. That the hardship is not an economical hardship.

4. That the hardship is not self-created.

5. That the variance is the minimum variance that will make possible the reasonable use of the property and will not be injurious to the neighborhood or otherwise detrimental to the public welfare.

Staff has reviewed the application in light of the guidelines and criterion listed above and determined that it reasonably meets the guidelines established for granting a variance, and will enable the reasonable use of this property. This determination is based upon the following facts:

- The existing property is a residential area which is contiguous to commercial properties on the west side. These commercial properties are on a significantly higher elevation than the mobile home park. The wall will serve as a retainer between the elevation differences and as a sound and visual buffer between the commercial and residential uses.

- The mobile home park was not originally developed by the City of North Lauderdale. The existing 8 foot wall was part of the original approval by Broward County for the residential development. Since the property was annexed into the City, they must now comply with all City Ordinances and Codes. The approval to replace this 210 foot section of the existing 8 foot wall will provide continuity of the existing wall.

- The request is for the minimal variance needed; two feet; to provide a continuous wall for both safety and aesthetic reasons.

Staff feels that the applicant has demonstrated that this is the minimal variance needed to accommodate the difference in elevation and land uses between the properties and to provide a buffer for safety and noise between commercial and residential uses. Staff recommends approval of the 2 foot height variance to accommodate the rebuilding of the existing 8 foot wall where Code permits 6 feet in height.

The Planning and Zoning board met on November 1st, 2016 and approved recommendation of the variance to the City Commission.

**RECOMMENDATION:**

This variance request is being brought to the City Commission for review, discussion and possible approval. If the City Commission wishes to grant the variances, the approval should be subject to the following conditions:

1. That all applicable approvals by the City, County, State and other regulatory agencies be provided to the City of North Lauderdale prior to the issuance of permits.
2. In the event that any problems arise, as a result of the operation of this establishment, such as noise, parking, traffic, and/or other nuisances, the applicant shall make all improvements required to mitigate these nuisances so as not to negatively impact adjacent commercial/residential areas.

3. The applicant shall comply with all provisions contained in Chapter 102 “Vegetation” of the City Code and shall submit a final landscaping plan for review prior to City Commission approval.

If the Commission concurs with this request, the following motion is in order:

**Motion:**

“To approve the first reading of the attached ordinance granting the requested variance from the City of North Lauderdale Code of Ordinances Section 106-184 (b) to facilitate the construction of a 8 foot high wall, whereas 6 foot in height is allowed subject to the conditions listed in the Staff Memorandum.”
ORDINANCE NO. ________________

AN ORDINANCE OF THE CITY OF NORTH LAUDERDALE, FLORIDA, APPROVING AND GRANTING A VARIANCE FROM THE NORTH LAUDERDALE CODE OF ORDINANCES, SECTION 106-184 (b) REGARDING OVERALL WALL/FENCE HEIGHT WHERE 6 FEET IS ALLOWED AND 8 FEET IS BEING REQUESTED; PROVIDING FOR STIPULATIONS AND CONDITIONS; PROVIDING THAT PROVISIONS NOT VARIED BY THIS ORDINANCE REMAIN IN FULL FORCE AND EFFECT; PROVIDING FOR CONFLICTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 106-184 (b) of the City Code allows for a maximum wall/fence height of 6 feet in an (MH) mobile home zoning district; and

WHEREAS, Riverstone Communities has applied for a variance to allow the wall/fence to 8 feet in total height; and

WHEREAS, the Planning and Zoning Board recommended approval of said variance request; and

WHEREAS, the City Commission is desirous of granting the requested variance from the requirements of the aforecited Ordinance and associated Zoning Regulations and/or applicable provisions thereof to said legal titleholder(s) as they apply to the property in question.

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

Section 1: That pursuant to an application properly filed for variance from the requirements of 106-184 (b) of the North Lauderdale Code, variance is and the same is hereby granted from the requirements for the Village Mobile Home Park located at 3900 W. Prospect Road North Lauderdale, Florida.

Section 2: That the variance is hereby granted to inure to the benefit of the present and future titleholder(s) to said property.

Section 3: That all other requirements of the North Lauderdale Code of Ordinances and associated zoning regulations are not otherwise varied by the terms of this Ordinance and shall be in full force and effect and fully applicable to the property.

Section 4: That all applicable approvals by the City, County, State and other regulatory agencies are provided to the City of North Lauderdale prior to the issuance of permits and that the applicant meets all conditions set forth by said regulatory agencies, including but not limited to the City engineer and Broward County Traffic Engineering Department.
Section 5: That all Ordinances, or parts of Ordinances, Resolutions or parts of Resolutions, in conflict herewith be and the same are repealed to the extent of such conflict.

Section 6: That this Ordinance shall take effect immediately upon adoption.

PASSED on first reading by the City Commission of the City of North Lauderdale, Florida, this 15th day of November, 2016.

PASSED on second reading by the City Commission of the City of North Lauderdale, Florida, this 13th day of December, 2016.

APPROVED AS TO FORM:

_________________________________
CITY ATTORNEY SAMUEL S. GOREN

_________________________________
MAYOR JACK BRADY

_________________________________
VICE MAYOR DAVID G. HILTON

ATTEST:

_________________________________
PATRICIA VANCHERI, CITY CLERK
10/11/16

RE: Permit # 201600707

To Whom it May Concern,

We are requesting a variance regarding the above referenced permit number. The wall that was previously in place at the property was 8 feet high. That wall put up by the county when it was under the county’s jurisdiction. We were recently approved for a 6 foot wall. A 6 foot wall will not support our residential property due to the fact that the elevation of the neighboring commercial property is high, resulting in the need for an 8 foot wall.

We kindly ask for your approval.

Sincerely,

Melissa Loeffelbein
Senior Regional Manager
FINANCE DEPARTMENT
MEMORANDUM

TO: Honorable Mayor and City Commission

FROM: Ambreen Bhatti, City Manager

BY: Susan Nabors, Finance Director

DATE: November 15, 2016

SUBJECT: Authorized Individuals for Investments Account(s)

On September 29, 2016, the City was notified by Davidson Fixed Income Management, Inc. ("DFIM") that DFIM had decided to terminate the advisory agreement with the City effective October 31, 2016. This was due to the fact that DFIM had decided to exit the separately managed account business pursuant to which DMIM provide investment advisory services to government entities.

On October 25, 2016, the City Commission approved entering into an Institutional Cash Advisory Program Agreement with Morgan Stanley Smith Barney ("MSSB") for investment advisory services. As part of the implementation process, MSSB is requesting a resolution identifying the City personnel authorized to act on behalf of the City in establishing and maintaining an account with MSSB, giving instructions on the account, depositing/withdrawing money from the account and other duties associated with the account.

Below is the list of personnel authorized to perform all functions as they relate to the MSSB account(s):

- Ambreen Bhatti, City Manager
- Michael Sargs, Assistant City Manager/Parks & Recreation Director
- Susan Nabors, Finance Director
- Sendie Rymer, Controller

RECOMMENDATION:

The City Administration recommends Commission’s consideration and approval of the attached Resolution authorizing the City Manager to provide MSSB with the list of individuals approved to make decisions on accounts with MSSB, as identified above.
RESOLUTION NO. ______________________

A RESOLUTION OF THE CITY OF NORTH LAUDERDALE, FLORIDA AUTHORIZING THE CITY MANAGER TO PROVIDE THE LIST OF INDIVIDUALS APPROVED TO MAKE DECISIONS ON BEHALF OF THE CITY ON THE MORGAN STANLEY SMITH BARNEY INVESTMENT ACCOUNT(S); PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission for the City of North Lauderdale ("City"), entered into an Institutional Cash Advisory Program Agreement with Morgan Stanley Smith Barney (MSSB) for investment advisory services on October 31, 2016; and

WHEREAS, as part of the implementation, it is necessary to advise MSSB of those individuals authorized act on behalf of the City in establishing and maintaining an account with MSSB, giving instructions on the account, depositing/withdrawing money from the account and all other duties associated with the account with MSSB; and

WHEREAS, the City Commission finds that it is in the best interests of the City to approve the submission of the Corporate Resolution for Cash Account form (Exhibit A) in order to designate the appropriate City representatives who will have authority on the City’s account(s) with MSSB.

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 provide the list of authorized users for all MSSB accounts as set forth.

Section 3. That this resolution shall add Ambreen Bhatti, City Manager, Michael Sargis, Assistant City Manager/Parks & Recreation Director, Susan Nabors, Finance Director and Sendie Rymer, Controller, effective immediately.

Section 4. This Resolution shall take effect on immediately upon its adoption.


APPROVED AS TO FORM:

______________________________
CITY ATTORNEY SAMUEL S. GOREN

______________________________
MAYOR JACK BRADY

______________________________
VICE MAYOR DAVID G. HILTON

ATTEST:

______________________________
CITY CLERK PATRICIA VANCHERI
Corporate Resolutions for Corporate Cash Account

City of North Lauderdale

NAME OF CORPORATION

Florida

STATE OF INCORPORATION

Certification

I hereby certify that I am the Secretary of the Corporation named above (hereinafter referred to as the “Corporation”), a corporation duly organized and existing under the laws of the state of incorporation (as indicated above), that the Corporation is in good standing and qualified to do business in this state. I further certify that the following is a true, correct and complete copy of resolutions duly adopted at a meeting of the Board of Directors of the Corporation held on the date specified below, at which meeting a quorum was present and voting; that such resolutions are in accordance with the charter and by-laws of the Corporation, are in full force and effect and have not been amended, modified or rescinded.

IN WITNESS WHEREOF, I have hereunto affixed my hand (and the seal of the Corporation) this _______________ day of ___________, 2016.

Patricia Vancheri

NAME OF SECRETARY (PRINT)

November 15, 2016

DATE OF MEETING OF BOARD OF DIRECTORS

RESOLVED:

FIRST, that the individuals named in the spaces below (“Authorized Person”) be and each of them hereby is, authorized and empowered to the fullest extent possible, to act on behalf of the Corporation, to establish and maintain a cash account (a “Securities Account”) with Morgan Stanley Smith Barney LLC (“MSSB”) for the purpose of purchasing, investing in, or otherwise acquiring, selling, possessing, transferring, exchanging, pledging or otherwise disposing of and generally dealing in and with cash and any and all forms of securities, including, but not limited to, shares, stocks, bonds, debentures, notes, scrip, participation certificates, certificates of deposit, mortgages, evidences of indebtedness, commercial paper, and interests of any and every kind and nature whatsoever, secured and unsecured, whether represented by trust, participating and/or other certificates or otherwise.

SECOND, that, on behalf of the Corporation, any Authorized Person shall have the fullest authority with respect to the Securities Account including, but not limited to, authority to:

1) give written or oral instructions to MSSB with respect to any securities in, or transaction or service offered in connection with, the Securities Account;
2) deposit money, securities and other property of the Corporation in the Securities Account;
3) bind the Corporation to any contract, arrangement or transaction, which shall be entered into by any Authorized Person with or through MSSB;
4) make payments related to the Securities Account by checks and/or drafts drawn upon the funds of the Corporation;
5) deliver money or securities or accept delivery of money or securities;
6) endorse any securities in order to pass ownership thereof or for any other purpose;
7) direct the sale or exercise of any rights with respect to securities therein;

Morgan Stanley

CORPORATE RESOLUTIONS FOR CORPORATE CASH ACCOUNT

MMCOORES N1012 (10/2012)
8) sign releases and powers of attorney and enter into contracts and agreements, including, but not limited to, a MSSB Institutional Client Agreement, Institutional Cash Management: Discretionary Authorization Financial Advisor as Agent, the check writing privilege, online services, electronic fund transfers and other services which are or may be offered in connection with the Securities Account, as such documents may be modified from time to time, and any documentation permitted or contemplated by such agreements, products and services, and to affix the corporate seal to same;

9) direct MSSB to surrender securities to the proper agent or party for the purpose of effecting any exchange or conversion, or otherwise; and

10) take any and all action in connection with the Securities Account deemed necessary or desirable by any Authorized Person.

THIRD, that any Authorized Person may appoint any person(s) ("Designated Person") to 1) conduct trading in the Securities Account, 2) endorse any securities, or to make, execute and deliver, under the corporate seal of the Corporation or otherwise, any instrument of assignment and/or transfer necessary or proper to pass title to such securities, 3) sign checks (in which event, the signature of the Designated Person shall promptly be provided on any applicable signature card upon request by MSSB) or 4) provide instructions to effect electronic fund transfers.

FOURTH, that each Authorized Person is empowered and authorized to do all things each deems necessary or desirable to implement the foregoing resolutions.

FIFTH, that MSSB may deal with any and all of the persons directly or indirectly empowered by the foregoing resolutions as though they are dealing with the Corporation directly.

SIXTH, that the Secretary of the Corporation is hereby authorized and empowered to certify to MSSB, under the seal of the Corporation or otherwise:

(a) a true, correct and complete copy of these resolutions;

(b) specimen signatures of each Authorized Person and each Designated Person empowered by these resolutions, if so requested by MSSB;

(c) a certificate (which, if required by MSSB, shall be supported by an opinion of the general counsel of the Corporation, or other counsel satisfactory to MSSB) that the Corporation is duly organized and in good standing, that the corporate charter authorizes the action or business described in these resolutions, and that no provision in the charter, by-laws or other governing document of the Corporation limits the power of the Board of Directors to pass these resolutions.

SEVENTH, that the fact that any person hereby empowered ceases to be an officer of the Corporation or becomes an officer under another title, shall not affect the powers hereby conferred. In the event of any change in the office or powers of persons hereby empowered, the Secretary shall certify such changes to MSSB in writing, addressed to the branch or other representative office through which the Securities Account is opened. Such notification, when received, shall terminate the powers theretofore authorized, and empower the persons thereby substituted.

EIGHTH, that MSSB may rely upon any certification furnished to MSSB in accordance with these resolutions and that the foregoing resolutions and the certificates furnished to MSSB are in full force and effect and irrevocable until receipt by MSSB of written notice of revocation or modification by the Corporation, addressed to the branch or other representative office through which the Securities Account is opened. The dispatch or receipt of any other form of notice shall not constitute a waiver of this provision.

Ambreen Bhatti, City Manager

Michael Sargis, Assistant City Manager/Parks & Recreation Director

Susan Nabors, Finance Director

Sendle Rymer, Controller

© 2012 Morgan Stanley Smith Barney LLC. Member SIPC. Account carried by Morgan Stanley & Co. LLC.
TO: Mayor and City Commission
FROM: Ambreen Bhatty, City Manager
BY: Tammy L. Reed-Holguin, Community Development Director
DATE: November 15, 2016
SUBJECT: Sign Waiver SWAV 16-06
Dollar Tree - 7310 W. McNab Rd.

To allow:
- One main wall sign with the lettering “DOLLAR TREE” not to exceed 30 inches in height whereas Section 94-16(C)(2)(c) of the City Code allows for 16 inch maximum letter height within a B-2 General Business district.

APPLICANT: Anchor Sign Co.

Tonight we are presenting a request for a sign waiver for the Dollar Tree store locating in the new Arena Shoppes at 7310 W McNab Road (old WalmartPlaza). The Commission approved the site plan for this project on February 9, 2016 which includes 7 individual bays. As the tenants are identified, they are working with the landlord and the City to install the appropriate signage.

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

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

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

The applicant is requesting a wall sign with larger letters than allowed by Code for the name of their business. They propose that the words “DOLLAR TREE” be 30 inches in height where a maximum of 16 inch high letters are allowed by Code. Historically, staff has recommended approval of larger letters with the condition that the overall square footage of the sign not exceed the linear footage of the front area of the building that is owned or leased per Section 94-16 (C)
(2) (a) of the City Code. In this instance the linear frontage is 77 ft 10 inches allowing them to have one wall sign up to 77 square feet. The proposed sign with the 30 inch letters is approximately 62.5 Square Feet.

The criteria that staff uses to consider sign waivers include how far the business sits from the roadway, if there are any obstructions to see the business 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 size of the sign beyond that which is allowed by Code in terms of square footage.

Dollar Tree is one of six smaller tenants in the plaza, not an anchor tenant. The store faces Rock Island Road and sits 800 feet from the roadway. They are the second tenant in this plaza to request a sign waiver. They have additional signage on the two monument signs. Staff feels that the requested sign waiver is reasonable given the overall square footage of the sign, the setback from the roadway and amount of store frontage.

This item was heard by the Planning and Zoning Board on November 1st and was recommend for approval by the City Commission.

**RECOMMENDATION:**

If the City Commission concurs with the Planning and Zoning Board and staff’s recommendation and determines that the proposed sign would benefit the customers and the business, then a motion is in order for the City Commission to approve of the waiver. The recommendation would be subject to the condition that all applicable codes of the City regarding the installation of signs shall be adhered to and the terms, conditions and provisions imposed by the City Commission, Planning and Zoning Board, and staff shall be met.
RESOLUTION NO. ______________

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF NORTH LAUDERDALE, FLORIDA, APPROVING A SIGN WAIVER REQUEST FOR ONE WALL SIGN FOR DOLLAR TREE TO BE LOCATED AT 7310 W MCNAB ROAD NORTH LAUDERDALE, FLORIDA, THEREBY PERMITTING THE INSTALLATION AND MAINTENANCE OF A WALL SIGN WITH 30 INCH HIGH LETTERS “DOLLAR TREE” WHEREAS A MAXIMUM OF 16 INCH HIGH LETTERS ARE ALLOWED BY SECTION 94-16 (C) (2) (c) WITHIN A GENERAL BUSINESS (B-2) ZONING DISTRICT.”

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

WHEREAS, DOLLAR TREE, is located at 7310 W. McNab Road, North Lauderdale, Florida, and

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

WHEREAS, DOLLAR TREE, is requesting a sign waiver to allow the installation and maintenance of a wall sign with 30 inch high letters whereas a maximum of 16 inch high letters is allowed by section 94-16 (C) (2) (c) within a GENERAL Business (B-2) Zoning District.” and;

WHEREAS, the Planning and Zoning Board recommended approval of said request at their meeting on November 1, 2016.

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

Section 1: That the waiver of the sign code be and the same is hereby granted to Dollar Tree to allow the installation and maintenance of a wall sign with 30 inch high letters “DOLLAR TREE” whereas a maximum of 16 inch high letters is allowed by section 94-16 (C) (2) (c) within a Community Business (B-2) Zoning District.

Section 2: That the waiver granted by this Resolution shall not excuse the applicant from compliance with each and every term, condition and provision of the City's Sign Code, the Code of Ordinances of the City of North Lauderdale, Florida, the conditions outlined in the staff’s memorandum for approval, as well as the obtainment of the necessary permits.
Section 3: That this Resolution shall take effect immediately upon adoption.

PASSED and ADOPTED by the City Commission of the City of North Lauderdale, Florida, this 15th day of November 2016.

APPROVED AS TO FORM:

______________________________
CITY ATTORNEY SAMUEL GOREN

___________________________
MAYOR JACK BRADY

___________________________
VICE MAYOR DAVID G. HILTON

ATTEST:

___________________________
CITY CLERK PATRICIA VANCHERI
Sign Waiver

October 4, 2016

City of N. Lauderdale, FL
Ann: Sign Waivers
Permitting Division
701 S.W. 71st Ave
North Lauderdale, FL 33068

This sign permit request is in regards to:

Dollar Tree
DL-6371
7310 W McNab Road
North Lauderdale, FL 33068

Enclosed, please find a check in the amount of $150 for the waiver fee for the above-mentioned location. I included what I believe to be the complete requirements for this waiver. If I failed to send any important information, please contact me as soon as possible so that I may get it to you. Please do not hesitate to call if you should have any questions.

Sincerely,

Caffie Robertson
 Permit Coordinator
 843-576-3209 (direct)
 843-576-7209 (fax)
crobertson@anchorsign.com

P.O. Box 22737 • Charleston, SC 29413
Charleston 843.747.5901 • Toll Free 1.800.213.3331 • Fax 843.747.5907
www.AnchorSign.com
TO: Mayor and City Commission
FROM: Ambreen Bhaty, City Manager
BY: Michael Sargis, Parks and Recreation Director
DATE: November 15, 2016
SUBJECT: North Lauderdale Days 2017

With the winter holidays approaching, staff has been looking at the event calendar for the next 6 months. Tonight the staff is requesting to set a date for North Lauderdale Days 2017 so that the planning for this significant event can begin. As in the past, the staff intends to make it another successful and fun-filled event by conducting certain activities in the month of April and May in celebration of our City’s 54th Anniversary. We are looking to hold the North Lauderdale Days event on the weekend of April 14th, 2017.

In past years, the total event budget from the General Fund was approximately $58,000.00. This year’s General Fund contribution is only $30,000.00 and any additional revenue needed for the event will come from Recreation Special Project Fund line items or from a donation of the North Lauderdale Recreation Foundation.

In the coming months, the Department will be working closely with various groups to make North Lauderdale Days the best possible community event in the area. Those groups include BSO; City Fire/Rescue; local Schools; Parks and Recreation Board and interested resident groups within the City.

RECOMMENDATION:

The City Administration recommends Commission’s consideration and approval of the attached resolution establishing North Lauderdale Days 2017 as April 14 through April 15, 2017.
RESOLUTION NO._____________________

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF NORTH LAUDERDALE, FLORIDA, ESTABLISHING APRIL 14 THROUGH APRIL 16 AS NORTH LAUDERDALE DAY (S) FOR THE YEAR 2017 IN THE CITY OF NORTH LAUDERDALE; PROVIDING FOR COMPLIANCE WITH THE TERMS, CONDITIONS AND PROVISIONS OF ORDINANCE NO. 81-3-409 WHICH DID CREATE AND ESTABLISH “NORTH LAUDERDALE DAY’ AS A DAY TO OCCUR AS A FESTIVE EVENT AND CELEBRATION OF THE CITY OF NORTH LAUDERDALE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, North Lauderdale has established “North Lauderdale Days by Ordinance, as a day of festive events and celebration; and

WHEREAS, Ordinance 81-3-409 provides that North Lauderdale Day shall occur on or before May 30th of each year on a date and time established and adopted by the City Commission of North Lauderdale by resolution; and

WHEREAS, this City Commission has found and determined that April 14 thru April 16 of 2017, are appropriate and proper days to hold North Lauderdale Day festivities.

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

Section 1: That the City Commission publicly announces and decrees that April 14 and through 16 are hereby designated North Lauderdale Days for the year 2017 conforming to the terms and provisions and conditions of Ordinance No. 81-3-409 of the Code of Ordinances of the City of North Lauderdale, Florida.

Section 2: That the City Commission encourages and directs the Administration of the City of North Lauderdale as well as all of the citizens and residents of the City of North Lauderdale as well as all of the citizens and residents of the City to take all appropriate steps and actions to make North Lauderdale Day a successful festive and celebrated event in North Lauderdale.

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 15th day of November, 2016.

APPROVED AS TO FORM:

___________________________________  ________________________
SAMUEL S. GOREN, CITY ATTORNEY        MAYOR JACK BRADY

___________________________________  ________________________
ATTEST: PATRICIA VANCHERI             VICE MAYOR DAVID G. HILTON
CITY CLERK
TO: The Honorable Mayor and City Commission

FROM: Ambreen Bhaty, City Manager

BY: Susan Nabors, Finance Director

DATE: November 15, 2016

SUBJECT: Master Agreement for Purchasing Card (P-Card) Services

We are seeking approval for the City Manager, or designee, to enter into a Master Agreement for Commercial Plus Cards with TD Bank to provide P-Cards for use by City employees while procuring city-related items and to accept the rebate schedule pricing for the Southeast FL Governmental Purchasing Cooperative Group.

BACKGROUND:
A P-Card is a commercial card that facilitates business-to-business low dollar purchases following the Procurement Code and P-Card Policy. The P-Card program streamlines the payment process, reduces administrative costs, increases operational efficiency by reducing the time required to procure goods and services, and will generate annual revenue in the form of a rebate.

Our current P-Card service provider, Bank of America, does not offer an annual rebate to the City of North Lauderdale unless the annual P-Card spending meets $1 million. It is not foreseeable that the City will meet the amount annually to qualify for a rebate with Bank of America. We are not under a contract with Bank of America.

The City of Deerfield Beach recently issued a Request for Proposals (RFP) for P-Card services and selected TD Bank to provide the service. The Southeast FL Governmental Purchasing Cooperative Group (“Coop”) will piggyback off the City of Deerfield Beach’s RFP. City of North Lauderdale is a member of the Coop and thus can also piggyback off the RFP from Deerfield Beach. TD Bank has offered a rebate to any members of the Coop who join the TD Bank program.

Through the Coop, all participating cities will qualify for a rebate so long as there is a combined minimum spending of $500,000 per year. The program offers an increased rebate incentive for incrementally higher annual spending volumes. Therefore, the more the Coop group spends the higher the percent back each participating city receives. It is anticipated the City will receive a minimum annual rebate of approximately $1,800 and has potential to earn more depending on the total annual Coop spending.

In order to move forward with the program TD Bank is offering, the City needs to enter into a TD Bank Commercial Plus Card Master Agreement and accept the Rebate Schedule offered to the Coop. Upon signing of the contract and acceptance of the rebate schedule, the City will begin the implementation and transition process, which is anticipated to take approximately 4-6 weeks.

RECOMMENDATION:
The City Administration recommends Commission’s consideration and approval of the attached resolution authorizing the execution of the TD Bank Commercial Plus Card Master Agreement and acceptance of the Rebate Schedule for the purpose of obtaining purchasing card services and rebates.
CITY OF NORTH LAUDERDALE

RESOLUTION NO. ________________

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF NORTH LAUDERDALE, FLORIDA, AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO EXECUTE AN COMMERCIAL PLUS CARD MASTER AGREEMENT BETWEEN THE CITY OF NORTH LAUDERDALE AND TD BANK, FOR PURCHASING CARD SERVICES; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

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

Section 1. Pursuant to Section 9.10(b) of the Code, competitive bidding shall not be required for the purchase of goods listed on governmental and cooperative contracts and there is no compelling reason to believe that the City would receive bids lower than the government contract price, if the City solicited its own competitive bids.

Section 2. The City Commission authorizes the City Manager or her designee to execute the Commercial Plus Card Master Agreement between the City of North Lauderdale, Florida, and TD Bank, attached hereto as Exhibit "A".

Section 3. The appropriate City officials are hereby authorized to accept the Rebate Schedule with pricing prepared for the Southeast FL Governmental Purchasing Cooperative Group, attached hereto as Exhibit "B".

Section 4. The initial contract term shall commence upon date of agreement by City and TD Bank and shall expire (5) years from that date. The agreement may be renewed for up to two (2) successive five-year terms.

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


________________________________________
MAYOR JACK BRADY

________________________________________
VICE MAYOR DAVID G. HILTON

ATTEST:

________________________________________
PATRICIA VANCHERI, CITY CLERK

APPROVED AS TO LEGAL FORM:

________________________________________
CITY ATTORNEY SAMUEL S. GOREN
This TD Bank Commercial Plus Card Master Agreement (the “Agreement”) is entered into as of ______________, 2016, between City of North Lauderdale (the “Company”), with its main office in North Lauderdale, Florida and TD BANK, N.A. (“TD”), a national banking association, with its main office in Wilmington, Delaware.

RECITALS

WHEREAS, TD is a member and licensee of Visa U.S.A., Inc. (“Visa”) and as such is authorized to issue Visa® charge cards bearing Visa logos and service marks, to open Visa accounts, to offer Visa services and benefits as they may be made available, and to process transactions on Visa networks; and

WHEREAS, TD has developed a commercial card system composed of Visa charge cards, card controls, transaction processing, and select reports to enable a business concern to facilitate, expedite and monitor the purchase of, and payment for, goods and services acquired for the legitimate business benefit of the business concern (the “Program”); and

WHEREAS, the Company desires to participate in the Program, subject to the terms of this Agreement;

This TD Commercial Plus Card Master Agreement shall be and is hereby incorporated by reference into and forms part of the “Contract” between the parties, the terms of which include: (1) the City of Deerfield Beach Request for Proposal #2015-16/32 (the “RFP”); (2) TD Bank’s Response to Request for Proposals (RFP) for Banking Services dated April 26, 2016 including the Supplemental Certification (the “Proposal”); and (3) the parties’ (a) TD Commercial Plus Card Master Agreement and (b) Exhibit A Rebate Schedule (collectively the “Agreement”). The parties agree that any ambiguity, conflict or inconsistency in the foregoing documents that together constitute the Contract shall be resolved in the following order: (1) the Agreement; (2) the RFP; and (3) the Proposal.

The negotiated terms of this agreement are intended by the parties to be utilized by other public entities in the Southeast Florida Governmental Purchasing Cooperative Group upon mutual agreement by both TD and the public entity. Each public entity’s eligibility to enter into this agreement is contingent on credit approval and underwriting of the public entity by TD.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual agreements, provisions, and covenants contained in this Agreement, the parties agree as follows:
SECTION 1
DEFINITIONS

1.1 DEFINITIONS. Certain terms used in this Agreement, unless the context requires otherwise, shall have the following meanings.

“Account” means the Visa account of a Cardholder and/or the Company maintained with TD.

“Billing Cycle” means a monthly period that ends on the same day each calendar month, unless such day is not a Business Day, in which case, the last day of such period shall be the Business Day immediately before or after such day.

“Business Day” means a day, other than a Saturday or a Sunday, on which commercial banks generally are open for business in Delaware.

“Card” means a tangible Visa charge card (“Tangible Card”) issued by TD pursuant to this Agreement or a virtual Visa charge card number (“Virtual Card”) created by TD pursuant to this Agreement, as appropriate.

“Card Cancellation Confirmation” means a written statement executed by a Program Administrator, as defined in Section 2.6(b), in form and substance satisfactory to TD, identifying certain Cards by Account numbers and Cardholder names and confirming (i) that the Company has retrieved and destroyed such Cards, or (ii) that the Company used reasonable efforts to retrieve such Cards but was unable to do so.

“Cardholder” means an individual in whose name a Card is issued or any other employee, officer or director of, or other individual designated by, the Company as being expressly authorized to use a Card or Account.

“Cardholder Agreement” means an agreement between TD and a Cardholder governing the use of a Card or Account, as amended from time to time.

“Restricted Transaction” means a restricted transaction as defined in the Unlawful Internet Gambling Enforcement Act of 2006 and Federal Reserve Board Regulation GG (12 C.F.R. Part 233) and includes, without limitation, those in which credit, electronic fund transfers, checks, or drafts are accepted by gambling businesses in connection with the participation by others in unlawful Internet gambling.

“Straight Through Processing” means the processing of a Transaction on Visa networks, without the use of a Tangible Card or Virtual Card, using an Account number, whereby the purchase results in a direct credit to the seller’s merchant bank account.

“Transaction” means a purchase that results in a debit to an Account.

“Unauthorized Transaction” means any Transaction by a person, other than the Cardholder to whom the relevant Card, if any, was issued, who was not authorized to use such Card or Account by either such Cardholder or the Company and from which Transaction neither the Cardholder nor the Company receives any direct or indirect benefit.

SECTION 2
CARD ISSUANCE

2.1 PROGRAM PARTICIPATION. Subject to the terms of this Agreement, TD shall issue Cards to, and/or establish Accounts for, the Company with such capabilities and with such processing of Transactions as may be offered by TD and selected by the Company. Tangible Cards shall be issued for a period of three (3) years. The Company and Cardholders shall use the Cards and Accounts for the business or commercial purposes of the Company and not for personal, family, or household purposes or for the purpose of purchasing or carrying margin stock or margin securities within the meaning of Regulations U and X of the Board of Governors of the Federal Reserve System, 12 C.F.R. Parts 221 and 224. The Company shall instruct all Cardholders to use the Cards and Accounts strictly for the business or commercial purposes of the Company.

2.2 EMBOSsing; LICENSE TO USE MARKS. If requested, TD shall prepare Cards bearing the Cardholder’s name and, if the Company so elects, the Company’s name, trademark, or logo (the “Marks”), in a form supplied by the Company and conforming to TD and Visa guidelines. If the Company elects to have its Marks embossed on the Cards, or provides them to TD for other purposes, then by doing so the Company grants TD a non-exclusive limited license to apply the Marks to the Cards or to use them for the purposes for which they were
provided, so long as they are used solely in connection with the Program.

2.3 CARD DELIVERY. TD will deliver Cards and related Program materials to the Company, Upon its receipt of any Card, the Company shall promptly deliver such Card to the Cardholder named thereon together with any related Program materials supplied by TD. From time to time during the term of this Agreement, TD may require the Company to follow certain security procedures regarding the custody and handling of Cards. The Company agrees to comply with all such security procedures.

2.4 CREDIT LIMITS; CHANGES AT THE DISCRETION OF TD.

(a) Subject to the terms of this Agreement and the Cardholder Agreements, TD shall authorize extensions of credit with respect to (a) each Card or Account up to a specified total dollar amount (the “Account Credit Limit”) set by the Company, and (b) all Cards and Accounts up to a specified total dollar amount (the “Aggregate Credit Limit”) set by TD from time to time. In no event shall TD be obligated to grant credit in excess of any applicable credit limit. TD may at any time investigate the financial condition of the Company, in connection with the issuance of Cards, maintenance of Accounts, and establishment of credit limits, or as otherwise provided in this Agreement.

(b) In its sole discretion, TD may decline to issue or establish any Card or Account for any Cardholder. In addition, TD at any time may cancel or suspend the right of any Cardholder to use any Card or Account. As a result of its investigation of the Company’s financial condition, TD may increase or decrease any Account Credit Limit, increase or decrease the Aggregate Credit Limit, modify the time for payment of any amount due under this Agreement, or require collateral or additional collateral and the execution of a security agreement in the form provided by TD. In addition, TD may suspend the rights of all Cardholders to use any Cards or Accounts in the event of excessive disputes, or in the event of excessive loss, theft or unauthorized use of Cards or Accounts, as determined by TD in its sole discretion. All such actions may be taken without notice except to the extent that notice is available through the proprietary system provided by TD for use under this Agreement (“TD Commercial Plus Card Online”) or as otherwise required by applicable law.

2.5 ISSUANCE, RENEWAL, REPLACEMENT AND CANCELLATION OF CARDS AND LIABILITY FOR UNAUTHORIZED USE.

(a) Promptly following its execution of this Agreement, the Company will provide to TD an initial request (a “Card Request”) either electronically, using TD Commercial Plus Card Online, or in writing, using a form provided by TD. Such Card Request shall include the names, titles, business addresses, phone numbers, birth dates and last four digits of Social Security numbers of at least ten Cardholders to whom or for whom the Company wishes TD to issue a Tangible Card and/or establish an Account. The Company may, from time to time, submit additional Card Requests either electronically, using TD Commercial Plus Card Online, or in writing, using a form provided by TD. The Company agrees not to submit, without the prior written consent of TD, a Card Request with respect to any person whose Card or Account privileges have previously been cancelled.

(b) Each Card Request must be submitted by a person identified by Company as a “Program Administrator” as that term is defined in Section 2.6(b) of this Agreement. TD shall incur no liability to the Company in acting upon any Card Request which it believes in good faith to have been made by a Program Administrator.

(c) Where emergency issuance of a Card is requested, TD may fulfill such request at an additional charge as determined by TD from time to time. The current charge in effect as of the date of this Agreement is set forth in a separate rebate schedule provided to Company by TD (the “Rebate Schedule”). If affected through Visa, the Company shall pay any fees charged by Visa for emergency card issuance or replacement. The billing for such charge shall occur in the next billing statement for the relevant Account. Unless TD receives contrary written instructions from the Company, and subject to TD’s rights hereunder, TD shall replace each expiring Card with a replacement Card at least 30 days prior to the Card’s expiration date.

(d) Each Cardholder shall be required to sign the Card issued to such Cardholder promptly and shall be subject to the terms of the Cardholder Agreement, if any.

(e) The Company shall promptly request that a Card or Account be cancelled, or that the authority of any Cardholder to use a particular Card
or Account be terminated, as the case may be, if the Company or a Cardholder knows of or suspects the loss, theft or possible unauthorized use of a Card or Account. Such request shall be made by telephone at 1-877-839-6911 or such other number as TD may provide, and shall specify (i) the relevant Cardholder’s name, Account number and last known home and business address, and (ii) such other information as the Company shall deem appropriate or TD shall reasonably request. The Company’s request shall be deemed effective when TD receives such request and makes the corresponding changes in its processing system (which changes shall be made promptly, taking into account the mode of transmission and time of receipt).

(f) The Company shall also promptly request that a Card or Account be cancelled, or that the authority of any Cardholder to use a particular Card or Account be terminated if (i) the Company wishes to cancel a Card or Account or to terminate the authority of any Cardholder to use any particular Card or Account; or (ii) the Cardholder’s employment or other relationship with the Company is terminated. Such requests shall be made in accordance with Section 2.5(e).

(g) Notwithstanding any request made by the Company for cancellation of a Card or Account, or for termination of the authority of any Cardholder to use any particular Card or Account, the Company shall be liable for any and all Transactions resulting from the use of the Card or Account prior to and (with respect to pending Transaction authorizations) on or after the effective time of such request (as provided in Sections 2.5(e) and (f), above), including any and all Unauthorized Transactions. The Company shall not be liable for Unauthorized Transactions which are authorized after TD receives notice as provided in accordance with Sections 2.5(e) and (f) above, and TD has had a reasonable opportunity to act on such notice; provided, however, that the notice relates to the Card or Account used in connection with such Unauthorized Transactions.

2.6 TRANSACTION DATA, SECURITY PROCEDURES, PROCESSING PROCEDURES AND ACCOUNT MAINTENANCE.

(a) TD shall provide the Company with user identification code and password-protected daily access to Card and Account transaction data and other reports. Such reporting shall be provided in accordance with such manuals, training materials and other information as TD shall provide from time to time.

(b) In order to use TD Commercial Plus Card Online and/or the Virtual Card and Straight Through Processing systems made available by TD, the Company agrees to be bound by and to adhere to the following security procedures, terms, and conditions (the “Security Procedures”), which TD may revise from time to time upon notice to the Company:

(i) TD Commercial Plus Card Online and Virtual Card and Straight Through Processing systems may be accessed solely through the use of user identification codes and passwords (collectively, the “Access Code”). TD shall assign an initial Access Code to an individual authorized to create and disseminate additional Access Codes (such individual is referred to as the “Program Administrator”).

(ii) The Program Administrator shall assign Access Codes to users designated by the Company as authorized to (1) access and use the Service; (2) create and disseminate Access Codes to individuals who are authorized to use TD Commercial Plus Card Online (such individuals are referred to as “Authorized Users”) and (3) designate additional Program Administrators within the Company. The Company shall be responsible for ensuring that each Program Administrator creates and disseminates Access Codes in accordance with TD’s Security Procedures.

(iii) The Company shall safeguard all Access Codes and be responsible for all use of Access Codes issued by the Program Administrator. TD may conclusively presume that all business conducted using an Access Code emanates from a Program Administrator or Authorized User and is conducted in the Company’s name. Any unauthorized use of an Access Code (except for unauthorized use by a TD employee) shall be solely the responsibility of the Company.
(c) In order to use TD Commercial Plus Card Online and/or the Virtual Card and Straight Through Processing systems made available by TD, the Company agrees to be bound by and to adhere to such processing procedures, terms, and conditions (the “Processing Procedures”) as TD shall establish from time to time upon notice to the Company.

(d) TD shall provide such assistance and training to the Company as it reasonably deems necessary to enable the Company to transmit its initial Card Requests through TD Commercial Plus Card Online and/or to initiate Card Transactions through the Virtual Card or Straight Through Processing systems made available by TD. Thereafter, the Company may from time to time, in accordance with this Agreement, and in strict compliance with the Processing Procedures and Security Procedures, initiate Card Transactions through the Virtual Card or Straight Through Processing systems made available by TD and/or use TD Commercial Plus Card Online to make additional Card Requests and to perform certain Account maintenance functions, including, without limitation, adjustment of Account Credit Limits, blocking of Visa Merchant Category Codes (“MCCs”), and cancellations or terminations of Cards or Accounts if the Cardholder’s employment or relationship with the Company is terminated or for any reason other than loss, theft, or possible unauthorized use.

SECTION 3
CARD AND ACCOUNT USE

3.1 PURCHASES. Cardholders may use Cards and Accounts to purchase, in the normal course of business, goods and services in accordance with the MCCs selected or blocked at the Company’s request and in accordance with any transactional limits established by the Company. TD shall use reasonable efforts to deny a request for any purchase authorization that falls outside such parameters or for any purchase authorization it believes is an Unauthorized Transaction, provided Transaction authorization is required. The parties acknowledge, however, that authorizations and declinations are necessarily based on the accuracy of the Transaction data transmitted to TD. Under no circumstances shall TD be liable to the Cardholder or the Company (nor shall the Company be relieved of its obligation to pay the amounts charged or advanced) in the event any such Transactions are permitted on the basis of inaccurate or misleading data or other factors beyond the reasonable control of TD.

3.2 USE OF CARDS. Each Transaction is subject to the terms and conditions of this Agreement and to the terms and conditions of the Cardholder Agreement, if any, in effect at the time of the Transaction. TD shall have no obligation or responsibility to the Company or to any Cardholder in the event that any merchant, entity or person refuses to honor a Card or Account. A Card or Account may be used only by the Cardholder to whom it is issued or who is authorized to use it, as the case may be, and may not be transferred to another Cardholder or any other person or entity, and any such attempted transfer shall automatically be void.

Without limiting any other rights of TD hereunder or under applicable law, TD may refuse to authorize any Transaction in the event that: (a) any balance owed by the Company in respect of the Account to which such Transaction relates or any balance owed by the Company on any Account, is past due; (b) the amount of the Transaction plus the outstanding balance (including Transactions authorized but not yet posted) of all Accounts would exceed the Aggregate Credit Limit; (c) the amount of the Transaction plus the outstanding balance (including Transactions authorized but not yet posted) of the relevant Account would exceed the Account Credit Limit for such Account; or (d) any other reason exists for declining a Transaction as set forth in this Agreement, in the Cardholder Agreement, if any, in the operating regulations of Visa, or under applicable law.

3.3 ADDITIONAL DUTIES OF THE COMPANY. The Company shall:

(a) make sure that there are at least ten Cardholders at all times, if the Company elects to use Tangible Cards;

(b) not exceed or permit Cardholders to exceed their respective Account Credit Limits or the Aggregate Credit Limit;

(c) make all reasonable attempts to ensure that each Cardholder complies with the terms of the Cardholder Agreement;

(d) promptly advise Cardholders of any changes made to their Account Credit Limits, whether made by the Company or by TD;

(e) not impose any liability on any Cardholder for an Unauthorized Transaction on any Card or Account in excess of the amount permitted.
under Regulation Z of the Consumer Financial Protection Bureau, 12 C.F.R. Part 1026, as amended;

(f) return to TD, and/or provide a Card Cancellation Confirmation with respect to, any Card and related Program Materials, promptly following any request for cancellation of such Card, and all Cards and related Program materials, promptly following the expiration or termination of this Agreement; and

(g) permit TD to setoff from the deposit account specified by the Company the amount due by the payment due date specified in the billing statement.

3.4 EXPENSE REPORTING; DISCLOSURE OF ACCOUNT INFORMATION. The Company may from time to time, by written instruction in form and substance satisfactory to TD, direct TD to furnish specific Transaction data to third parties that provide expense reporting products or services to the Company. Solely for the purpose of facilitating the Company’s expense reporting objectives, TD shall transmit to such third parties the Transaction data identified in such instructions.

3.5 COMPANY OBLIGATIONS RELATING TO DISCLOSURE OF ACCOUNT INFORMATION AND INTERNATIONAL PROGRAMS. The Company shall clearly disclose to each of its Cardholders the extent, if any, to which TD will provide Transaction and Account information to third parties pursuant to Section 3.4 above or to an alliance bank through an international card program. Furthermore, the Company agrees not to submit a Card Request for any individual residing outside the United States without first obtaining approval from TD.

3.6 UNLAWFUL INTERNET GAMBLING. Restricted Transactions are prohibited from being processed through any Account or relationship with TD. In the event TD identifies a suspected Restricted Transaction, TD may deny services to the Company, close the Company’s Account, and prohibit future transactions. Notwithstanding the foregoing, in the event a Restricted Transaction is processed, the Company will be liable for the transaction.

SECTION 4
LIABILITY FOR USE

4.1 PROMISE TO PAY.

(a) Unless prohibited by applicable law, or otherwise provided in accordance with any liability waiver program provided by Visa (the “Visa Liability Waiver Program”), the Company shall be liable for all Transactions that result from the Use of any Card or Account prior to and (with respect to pending Transaction authorizations) on or after the effective time of a request for cancellation or termination of a Card or Account (as provided in Sections 2.5(e) and (f) above), including but not limited to (i) Transactions by a Cardholder for business or commercial purposes of the Company in compliance with this Agreement, (ii) Transactions by a Cardholder, or a person authorized by a Cardholder, for personal family or household purposes, for the purpose of purchasing or carrying margin stock or securities, or for any other purpose, in violation of this Agreement, from which the Cardholder receives a direct or indirect benefit, and (iii) all Unauthorized Transactions resulting from the use of the Card or Account prior to (and with respect to pending Transaction authorizations) on or after the effective time of a request for cancellation or termination of a Card or Account (as provided in Sections 2.5(e) and (f) above). The Company shall not be liable for Unauthorized Transactions which are authorized after TD receives notice as provided in accordance with Sections 2.5(e) and (f) above, and TD has had a reasonable opportunity to act on such notice; provided, however, that the notice relates to the Card or Account used in connection with such Unauthorized Transactions.

(b) Regardless of any Account Credit Limits or the Aggregate Credit Limit, the Company agrees to pay and perform when due all of its obligations under this Agreement (“Obligations”), including without limitation:

(i) with respect to all Accounts, the indebtedness, obligations and liabilities arising under such Accounts, including, without limitation, all fees, finance charges and other amounts payable under or in connection with each such Account; and

(ii) any and all costs (including, but not limited to, reasonable
attorneys’ fees and disbursements, court costs, litigation and other expenses) incurred in enforcing the obligations of the Company hereunder.

(c) The Company’s Obligations shall be enforceable irrespective of the validity, legality or enforceability of the Cardholders’ obligations and shall not in any way be affected by or conditional upon (i) any action taken under the Cardholder Agreements or the exercise of any right or power thereby conferred, (ii) the bankruptcy or similar proceedings involving or affecting a Cardholder, the Company or others, (iii) any modification, alteration, or amendment of, or addition to, any Cardholder Agreement whether with or without the Company’s knowledge or consent, or (iv) any other action, inaction or circumstance whatsoever (with or without notice to or knowledge of or consent by the Company) that may in any manner vary the risks of the Company, except to the extent that notice and/or consent may be required by applicable law.

(d) Except as expressly set forth herein, the Company hereby waives all presentments; demands for performance or payment; protests; notices of protest, nonperformance, dishonor, default and non-payment; notices of the existence, creation or occurrence of new or additional obligations by the Cardholders; and all other notices or formalities.

(e) All amounts due under the Cards and Accounts shall be billed directly to the Company via periodic statements and shall be payable in full upon receipt by the Company. Such statements may, at TD’s option, be sent by mail or made available electronically via TD Commercial Plus Card Online, the Internet, or other means. The Company shall remit payment to TD under the terms described herein.

(f) All payments hereunder shall be made in U.S. dollars and by ACH debit from an account designated by the Company. In the event that there are insufficient funds in that account, the Company hereby authorizes TD to charge any unrestricted deposit account which the Company may maintain with TD for any payment required hereunder, without prior notice to the Company.

(g) All charges will be posted to Accounts in U.S. dollars. If a Card or Account is used for a transaction in a currency other than U.S. dollars, the transaction will be converted to U.S. dollars, generally using either a (i) government-mandated rate or (ii) wholesale market rate in effect the day before the transaction processing date, increased by one percent (1%). If the credit has a different processing date then the exchange rate of the credit can be greater/less than that of the original transaction. The currency conversion rate on the day before the transaction processing date may differ from the rate in effect at the time of the transaction or on the date the transaction is posted on the Account.

4.2 DISPUTED AMOUNTS.

(a) The Company and its Cardholders shall use their best efforts to resolve all business-to-business purchase disputes directly with the relevant merchants, including, without limitation, any disputes relating to price discrepancies or to quality, warranty, or performance issues.

(b) The Company may dispute an amount reflected on a billing statement only if (i) the amount does not reflect the actual amount of the Transaction; (ii) the Transaction did not result from the use of the relevant Card or Account; or (iii) the amount being disputed is a fee that is not properly accrued under this Agreement. Unless otherwise provided in the Visa Liability Waiver Program, or any successor program established by Visa, the Company may not dispute an amount reflected on a billing statement on the grounds that the Transaction is an Unauthorized Transaction (other than an Unauthorized Transaction which is authorized after TD receives notice as provided in accordance with Sections 2.5(e) and (f) above, and TD has had a reasonable opportunity to act on such notice; provided, however, that the notice relates to the Card or Account used in connection with such Unauthorized Transactions), or on the grounds that the Transaction resulted from a Cardholder, or a person authorized by a Cardholder, using a Card or Account for personal, family or household purposes, for the purpose of carrying margin stock or securities, or otherwise in violation of this Agreement, as the result of which the Cardholder received a direct or indirect benefit.

(c) In addition, the Company may not dispute an amount reflected on a billing statement unless the Company sends a written notice of the dispute that (i) is received by TD at the address for such notices specified by TD no later than 60 days after TD transmitted the first billing statement that reflected the alleged error, (ii) enables TD to identify the Cardholder’s name and Account number, and (iii)
to the extent possible, indicates the Company’s belief and the reasons for the belief that an error exists, and the type, date and amount of the error. TD shall promptly investigate the dispute. If TD determines that the amount is properly payable, the Company will remit such amount to TD on the Company’s receipt of its next billing statement. Fees and finance charges will not accrue with respect to the disputed amount pending resolution of the dispute.

(d) The Company may not withhold payment of any amount due for any goods or services purchased using a Card or Account on the ground that it has a dispute with the merchant as to quality, warranty, or performance issues, even if it has tried in good faith to resolve the dispute with the merchant, even if the merchant is owned or operated by TD, and even if TD mailed or electronically transmitted to the Company the advertisement for the goods or services.

4.3 CHARGEBACKS. If the Company reasonably believes that any Transaction, including any Unauthorized Transaction, has been posted to an Account as a result of fraud, unauthorized use, or any other circumstance under which the merchant may be held liable under applicable Visa rules, the Company shall so notify TD in writing. TD shall attempt to charge the Transaction back to the merchant in accordance with Visa procedures. Any accepted chargeback will be credited to the Company’s or Cardholder’s next billing statement. Unless otherwise provided in the Visa Liability Waiver Program, or any successor program established by Visa, the Company shall not be relieved of liability for the Transaction if the chargeback is rejected in accordance with Visa rules. If the chargeback is rejected in accordance with Visa rules, the Company will remit such amount to TD on the Company’s receipt of its next billing statement. Fees and finance charges will accrue with respect to the Transaction pending resolution of the chargeback but will be assessed only if the chargeback is rejected.

SECTION 5
PROGRAM FEES, TERM AND TERMINATION, DEFAULT, REMEDIES AND DAMAGES

5.1 FEES AND PERIODIC FINANCE CHARGES.

(a) Fees: The Company agrees to pay to TD the fees described in the Rebate Schedule. Such fees will be included in the Company billing statement for the Billing Cycle in which they accrue. Fees not listed in the Rebate Schedule but agreed by the Company may be invoiced separately and each such invoice shall be payable upon receipt. If the Rebate Schedule includes Annual Membership Fees, these fees are earned when assessed, are non-refundable, and are not subject to any pro rata rebate if the Account is terminated prior to expiration of the period for which the fees were assessed.

(b) Periodic Finance Charges: The Company agrees to pay to TD Periodic Finance Charges as described in this section 5.1(b). Such finance charges will be included in the Company billing statement for the Billing Cycle in which they accrue. If the “New Balance” of an Account is not paid on the payment due date, a Periodic Finance Charge will begin to accrue on each Transaction in the Account from the date of the Transaction and will continue to accrue to the date of full payment. TD will figure the Periodic Finance Charges on each Account by applying a Monthly Periodic Rate to the Average Daily Balance for the Account, including current purchases, unpaid finance charges, and any other unpaid fees or charges. TD will calculate the Monthly Periodic Rate by dividing the Annual Percentage Rate (“APR”) by twelve (12). The APR is set forth in the “Applicable/Potential Fees” section of the Rebate Schedule, under the heading “Finance Charge.” To get the Average Daily Balance, each day TD takes the beginning balance of an Account, adds any new purchases, and subtracts applicable credits and payments. This gives the daily balance. Then, TD adds all the daily balances for the Billing Cycle and divides the total by the number of days in the Billing Cycle. This gives the Average Daily Balance, including new purchases, unpaid finance charges, and any other unpaid fees or charges. If the Previous Balance of a current Billing Cycle is either a zero or a credit balance, then the Average Daily Balance will be considered to be zero.

5.2 TERM. This Agreement shall have an initial term (the “Initial Term”) of five years commencing on the date hereof and shall be renewed upon mutual written agreement for up to 2 successive five-year terms (each a “Renewal Term”) unless written notice of termination is given by either party at least 30 days prior to the end of the Initial Term or any Renewal Term. In addition, either party may terminate this Agreement at any time upon 30 days’ prior written notice to the other party.
expiration or termination of this Agreement for any reason, the Company agrees to retrieve all Cards and related Program materials from Cardholders, cut such Cards in half, return the Cards and related Program materials to TD, and/or provide a Card Cancellation Confirmation with respect to such Cards and related Program materials. Excluding any transaction amounts that have been timely reported by Company and confirmed by TD as Unauthorized Transactions, upon termination of this Agreement for any reason, all amounts due including fees and transactions, shall become immediately due and payable by setoff within the billing grace period in effect at the time of termination.

5.3 DEFAULT. As used in this Agreement, the term “Default” shall mean: (i) failure of the Company to remit payment to TD in accordance with the terms hereof; (ii) the failure of either party to comply with any other term of this Agreement or any other agreement between the parties, provided such failure is not remedied within 15 days of the defaulting party’s receipt of written notice from the other party specifying the breach; (iii) the representation by the Company of any facts, either in this Agreement or in its financial information provided to TD in connection with this Agreement, that prove to have been materially incorrect or misleading when such representation was made; (iv) the filing by or against either party of any petition in bankruptcy, insolvency, receivership, or reorganization or pursuant to any other debtor relief law or the entry of any order appointing a receiver, custodian, trustee, liquidator, or any other person with similar authority with respect to the assets of either party; (v) the insolvency, dissolution, reorganization, assignment for the benefit of creditors or any other material adverse change in the financial condition of either party; (vi) the entry of any adverse judgment, order, or award against either party that has a material adverse impact on the financial condition of the party; (vii) any change in control or material change of ownership of the Company or any event of either party having a material adverse financial impact on the party or a detrimental effect on the Company’s ability to perform the Obligations, including, without limitation, the taking of any action by the Company to consolidate or merge or sell any substantial part of its assets; (viii) any default by the Company under the terms of any material indebtedness owed by the Company to TD, or other TD related entity; (ix) excessive fraudulent or other unauthorized use of Cards or Accounts or credit losses with respect thereto as determined by TD, in its sole discretion; or (x) failure of the Company to satisfy the requirements of TD under Section 2.4 (b). In addition, if this Agreement is secured, even as a result of cross collateralization, the term “Default” includes any event not listed above that is a default under the applicable security agreement.

5.4 REMEDIES FOR DEFAULT; DAMAGES.

(a) Either party may terminate this Agreement at any time upon the Default of the other party. Except where a remedy is expressly provided herein or as otherwise provided in this Section 5.4, termination of this Agreement will be a party’s sole remedy for breach; provided, that no termination or expiration of this Agreement shall release or discharge the Company from the payment of any amount otherwise payable under this Agreement.

(b) Upon a Default by the Company, in lieu of termination of this Agreement, TD may, in its sole discretion, shorten the Billing Cycle until such time as TD determines to reinstate the interval for the Billing Cycle or suspend all services and obligations hereunder until such time as TD determines to reinstate such services and obligations. By shortening the Billing Cycle or suspending its services and obligations, TD shall not be deemed to have waived any right which it may have, whether as a result of the Default or otherwise, to terminate this Agreement.

(c) A breaching party shall be liable for any actual damages caused by its breach, but neither party will be liable under any provision of this Agreement for any punitive or exemplary damages, or for any special, indirect or consequential damages (including, without limitation, costs incurred in developing and implementing the Program, lost revenues, lost profits, or lost prospective economic advantages) arising from or in connection with any performance or failure to perform under this Agreement, even if such party knew or should have known of the existence of such damages, and each party hereby releases and waives any claims against the other party for such damages.
SECTION 6
MISCELLANEOUS

6.1 REPRESENTATIONS AND WARRANTIES. Each party represents and warrants that this Agreement constitutes the legal, valid, binding and enforceable agreement of such party and that its execution and performance of this Agreement (a) do not constitute a breach of any agreement of such party with any third party, or of any duty arising in law or equity, (b) do not violate any law, rule or regulation applicable to it, (c) are within its corporate powers, and (d) have been authorized by all necessary corporate action of such party. In addition, if this Agreement is secured, even as a result of cross collateralization, the Company also makes the representations and warranties set forth in the applicable security agreement.

6.2 NOTICES. Except as otherwise provided herein, any notice or other communication required to be given under this Agreement may be given electronically, using the TD Commercial Plus Card Online system or the e-mail address of the primary contact for the Company. TD shall incur no liability to the Company in acting upon any notice or other communication given electronically which it believes in good faith to have been made by an Authorized User. Any notice or other communication required to be in writing shall be delivered personally, by overnight delivery via a nationally-recognized delivery service or by prepaid registered or certified mail, return receipt requested, addressed to the relevant party at such address as such party may from time to time designate in writing to the other. The date of delivery of a notice (i) delivered personally shall be deemed to be the date delivered; (ii) sent by overnight delivery shall be deemed to be the following day; and (iii) sent by mail shall be deemed to be three Business Days after the date on which such notice is deposited in the United States mail.

6.3 CHANGES. With respect to the rebate schedule and service fees provided on pages 42 and 43 of the Proposal, during the Initial Term, TD may amend upon mutual written agreement. For all other provisions, and with respect to the rebate schedule and services fees during any Renewal Term, TD may, at any time, amend this Agreement, any Cardholder Agreement, and/or the Program in its sole discretion. Except as expressly provided otherwise elsewhere in this Agreement or as required by applicable law, changes to this Agreement and/or the Program generally will be effective immediately upon notice to Company. Changes to any Cardholder Agreement shall be effective immediately upon receipt by the Cardholder of notice of such changes unless otherwise required by applicable law. Company will be deemed to accept any such changes if Company or any Cardholder utilizes the Program after the date on which the change becomes effective. Company will remain obligated under this Agreement, including without limitation, being obligated to pay all amounts owing hereunder, even if TD amends this Agreement. Notwithstanding anything to the contrary in this Agreement, if TD believes immediate action is required for security purposes, TD may immediately initiate changes to any security procedures and provide prompt subsequent notice thereof to Company.

6.4 FINANCIAL STATEMENTS; NOTICE OF BOND RATING CHANGE. The Company agrees to furnish TD copies of its financial statements, in a form acceptable to TD, as soon as available, but not later than 150 days following the end of each fiscal year of the Company. All such financial statements shall include an income statement for the applicable fiscal year and a balance sheet, shall have been prepared in accordance with generally accepted accounting principles, consistently applied, and shall be in accordance with the books and records of the Company. In addition, the Company shall provide, in a timely manner, procurement or purchase-related transaction and spending data and such other current financial information concerning the Company and the use of the Cards and Accounts as TD may request. If applicable, the Company will notify TD within five business days of any change in the Company’s bond rating.

6.5 ASSIGNMENT. This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns; provided, that the Company may not assign this Agreement or any interest, payment, or rights hereunder without the prior written consent of TD, and any such attempted assignment without such consent shall automatically be void.

6.6 FORCE MAJEURE. If either party is rendered unable, wholly or in part, by a
force outside the control of such party (including, but not limited to, an act of God, war, fire, flood, explosion, act of governmental authority, strike, civil disturbance or breakdown of telephone, computer or automated mailing equipment) to carry out its obligations under this Agreement (other than a payment obligation), or TD is notified by a state or federal regulatory body or by Visa that any aspect of the Program or this Agreement does not comply with any applicable law, regulation, rule, policy, or order applicable to TD, the affected party shall give the other party prompt written notice to that effect. Thereafter, the affected obligations of the party giving the notice shall be suspended and the failure to perform such obligations shall not be deemed a breach of or Default under this Agreement so long as the affected party is unable to so perform for such reason. A party excused from performance pursuant to this Section 6.6 shall exercise all reasonable efforts to continue to perform its obligations hereunder and shall thereafter continue with reasonable due diligence and good faith to remedy its inability to so perform.

6.7 ENTIRE AGREEMENT. This Agreement contains the entire agreement and understanding between and among the parties on the subject matter hereof and supersedes all prior proposals, negotiations, agreements and understandings between the parties. All recitals, exhibits and addenda attached hereto are hereby incorporated by reference and made a part of this Agreement.

6.8 SEVERABILITY AND WAIVER. If any provision of this Agreement or portion of such provision or the application thereof to any person or circumstance shall to any extent be held invalid or unenforceable, the remainder of this Agreement (or the remainder of such provision) and the application thereof to other persons or circumstances shall not be affected thereby. No course of dealing and no delay or omission by either party in exercising any of its rights under this Agreement in a particular instance shall be construed as a waiver of those rights or any other rights for any purpose and waiver on any one or more occasions shall not be construed as a bar to or waiver of any right or remedy of either party on any future occasion.

6.9 CHOICE OF LAW. This Agreement shall be governed by and construed in accordance with federal law, and, to the extent not preempted, the substantive laws of the state where the Company has its main office, without regard to the conflict of law principles thereof, except that pursuant to requirement of the National Bank Act 12 USC 85, all credit shall be extended from Delaware and all credit terms, including, but not limited to, the account set up charges, the fees and periodic finance charges, the date finance charges begin to accrue if the new balance is not paid on the payment due date, the method of determining the balance upon which periodic finance charges will be imposed, and the allocation of payments and credits, will be governed by and construed in accordance with federal law and the laws of the State of Delaware, to the extent incorporated into federal law, without regard to the conflict of law principles thereof.

6.10 SURVIVAL. Sections 1, 4, 5.4, 6.9, 6.10, 6.11, 6.16, 6.17, 6.18, 6.19 and 6.20 shall survive the termination or expiration of this Agreement.

6.11 CONFIDENTIALITY. All information furnished by either party in connection with this Agreement, the Program, or the Transactions contemplated hereby shall be kept confidential (and shall be used by the other party only in connection with this Agreement), except to the extent that such information (a) is already lawfully known when received, (b) thereafter becomes lawfully obtainable from other sources, (c) is required to be disclosed in any document filed with the Securities and Exchange Commission, federal banking regulators, Florida’s Public Records Law, or any other agency of any government, or (d) is required by law to be disclosed, provided that notice of such disclosure has been given (when legally permissible) by the party proposing to make such disclosure, which notice, when practicable, shall be given sufficiently in advance of the proposed disclosure to permit the other party to take legal action to prevent the disclosure. The parties shall advise all employees, consultants, advisors, agents and other representatives (collectively, “representatives”) who will have access to any confidential information of the obligations contained herein. The parties shall not distribute, disclose, or disseminate confidential information to anyone except its representatives who are involved in this Agreement, the Program, or the Transactions contemplated by the parties. Upon termination of this Agreement, each party shall promptly cause all copies of documents or extracts thereof containing any such information and data which has been provided by or which relates to the other
party to be returned to such other party; provided, that each party may retain in its files copies of such materials as it shall deem necessary solely for archival purposes.

6.12 NAME AND TRADEMARK. Except as otherwise provided herein, neither party shall use the name or logo of the other party without such party’s written consent.

6.13 VISA FEE ADJUSTMENTS. In the event that there is a change deemed by TD to be material in the way TD is compensated by Visa, TD may seek to renegotiate the financial terms of this Agreement. The Company shall have no obligation to renegotiate such terms; provided, that if the parties cannot agree on an adjustment of such terms, then TD at its option may (a) allow this Agreement to remain in effect without any such adjustment, or (b) terminate this Agreement upon written notice to the Company.

6.14 RELATIONSHIP OF PARTIES. Nothing contained in this Agreement shall be construed as constituting or creating a partnership, joint venture, agency, or other association or relationship between TD and the Company. To the extent that either party undertakes or performs any duty for itself or for the other party as required by this Agreement, the party shall be construed to be acting as an independent contractor and not as a partner, joint venturer, or agent for the other party.

6.15 PATRIOT ACT; ANTI-TERRORISM LAWS. (a) Neither the Company nor any affiliate of the Company is in violation of any statute, treaty, law (including common law), ordinance, regulation, rule, order, opinion, release, injunction, writ, decree or award of any governmental authority relating to terrorism or money laundering, including Executive Order No. 13224 and the USA Patriot Act (collectively, “Anti-Terrorism Law”) or engages in or conspires to engage in any transaction that evades or avoids, or has the purpose of evading or avoiding, or attempts to violate, any of the prohibitions set forth in any Anti-Terrorism Law. (b) Neither the Company nor any affiliate of the Company, or to the Company’s knowledge, any Cardholder, is any of the following (each a “Blocked Person”): (i) a person that is listed in the annex to, or is otherwise subject to the provisions of, the Executive Order No. 13224; (ii) a person with which TD is prohibited from dealing or otherwise engaging in any transaction by any Anti-Terrorism Law; (iv) a person that commits, threatens or conspires to commit or supports “terrorism” as defined in the Executive Order No. 13224; (v) a person that is named as a “specially designated national” on the most current list published by the U.S. Treasury Department Office of Foreign Asset Control at its official website or any replacement website or other replacement official publication of such list; or (vi) a person who is affiliated with a person listed above.

6.16 JURISDICTION AND VENUE. TD and the Company irrevocably submits to the nonexclusive jurisdiction of Federal or state located in the 17th Judicial Circuit, Broward County Florida over any suit, action or proceeding arising out of or relating to this Agreement. TD and the Company irrevocably waives, to the fullest extent it may effectively do under applicable law, any objection it may now or hereafter have to the laying of the venue of any such suit, action or proceeding brought in any such court and any claim that the same has been brought in an inconvenient forum. TD and the Company hereby consent to any and all process which may be served in any such suit, action or proceeding, (i) by mailing a copy thereof by registered and certified mail, postage prepaid, return receipt requested, to the address shown in this Agreement or as notified to either party and (ii) by serving the same upon either party in any other manner otherwise permitted by law, and agrees that such service shall in every respect be deemed effective service upon the party.

6.17 JURY WAIVER. THE COMPANY AND TD EACH HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY, AND AFTER AN OPPORTUNITY TO CONSULT WITH LEGAL COUNSEL, (A) WAIVE ANY AND ALL RIGHTS TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING IN CONNECTION WITH THIS AGREEMENT, THE OBLIGATIONS HEREUNDER, ALL MATTERS CONTEMPLATED HEREBY AND ALL DOCUMENTS EXECUTED IN CONNECTION HEREWITHTHE COMPANY AND TD EACH HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY, AND AFTER AN OPPORTUNITY TO CONSULT WITH LEGAL COUNSEL, (A) WAIVE ANY AND ALL RIGHTS TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING IN CONNECTION WITH THIS AGREEMENT, THE OBLIGATIONS HEREUNDER, ALL MATTERS CONTEMPLATED HEREBY AND ALL DOCUMENTS EXECUTED IN CONNECTION HEREWITH AND (B) AGREE NOT TO SEEK TO CONSOLIDATE ANY SUCH ACTION WITH
ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE, OR HAS NOT BEEN, WAIVED. THE COMPANY CERTIFIES THAT NEITHER TD NOR ANY OF ITS REPRESENTATIVES, AGENTS OR COUNSEL HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT TD WOULD NOT IN THE EVENT OF ANY SUCH PROCEEDING SEEK TO ENFORCE THIS WAIVER OF RIGHT TO TRIAL BY JURY.

6.18 SAVINGS CLAUSE. If the Company is at any time obligated to pay fees or finance charges in excess of the maximum fees or finance charges permitted by applicable law, then the fees and finance charges, as appropriate, shall be immediately reduced to the maximum amount permitted by applicable law and all payments in excess of the maximum amount shall be deemed to have been payments in reduction of the unpaid balance of the Account.

6.19 LIMITATION OF LIABILITY

(a) Limitation of Liability. To the maximum extent provided by law neither party will be liable to the other for any special, punitive, exemplary, indirect or consequential damages, including but not limited to, lost profits and lost revenues, without regard to the form of the claim or action or whether the claim is in contract, tort or otherwise, and even if the defending party knew or should have known such losses or damages were possible or likely, but shall only be liable for damages arising from its negligence, willful misconduct or breach of this Agreement., Notwithstanding anything to the contrary in this Agreement, in no event shall TD be liable to the Company for losses or damages of any kind whatsoever incurred during the term, including by way of breach or indemnity, in an amount greater than $10,000 in the first year of the Agreement and for subsequent years, one-half of one percent (0.5%) of the preceding year’s annual Net Spend by the Company. Without limiting the generality of anything contained in this section, TD shall not be liable for any damages of any kind, no matter what the cause, that arise, occur or result from: (i) the Company using the TD Commercial Plus Card Online system, (ii) the Company’s opening ports on its firewalls, or (iii) problems with or defects in equipment, software or services not provided by TD.

Notwithstanding the foregoing, the Company, hereby agrees that TD, its affiliates, and their respective directors, officers, employees, agents, and attorneys (collectively, the “TD Group”) shall not be liable or responsible to the Company under this Agreement for any loss, claim, damages, liability, cost, expense, action or cause of action whatsoever that the Company, any Cardholder, or any third party now have or may hereafter have or threaten against any member of the TD Group, or to which any member of the TD Group may become subject, arising out of or relating to this Agreement, for, (i) actions taken by TD upon the instructions of the Company or any Authorized User, (ii) any maintenance activity performed by any member of the Company Group or by any other person (other than an employee or agent of TD) using a Company Access Code; provided, however, that Company shall not be liable for unauthorized use of a Company Access Code after the Company provides notice to TD that the Access Code has been lost, stolen or compromised, and TD has had a reasonable opportunity to act on such notice, or (iii) any Unauthorized Transaction resulting from the use of the Card or Account prior to (and with respect to pending Transaction authorizations) on or after the effective time of a request for cancellation or termination of a Card or Account (as provided in Sections 2.5(e) and (f) above). The Company shall not be liable for Unauthorized Transactions which are authorized after TD receives notice as provided in accordance with Sections 2.5(e) and (f) above, and TD has had a reasonable opportunity to act on such notice; provided, however, that the notice relates to the Card or Account used in connection with such Unauthorized Transactions.

(b) No Guaranty of Uninterrupted/Error-Free Program. TD attempts to ensure that Cards will be operational. However, TD cannot warrant that the Program will be uninterrupted or error free, due to limitations of TD’s authorization systems, systems management and ordinary stand-in processes, and of the applicable network commercial card system including Merchant set-up features, and other systems outside of the TD’s reasonable control. The Company therefore waives any and all claims that it may have against TD arising out of the use and performance of the Program, except for claims for damages referred to in Section 6.19(a).
(c) Disclaimer of Bank Liability for Defective/Poor-Quality Merchandise or Services Acquired via Card. TD is not responsible for any defects in or poor quality of the merchandise or services obtained by means of any Card Account. Any claim or dispute between the Company and a Merchant or Supplier, including with respect to the Merchant's or Supplier's right to compensation, will be the object of a direct settlement among the Company and the Merchant or Supplier and any such dispute will not affect the Company's obligation to pay all Charges in full to TD in accordance with the terms of this Agreement.

(d) Disclaimer of Bank Liability for Third-Party Actions/Omissions. The Company also acknowledges that some aspects of the Program, benefits or enhancements may from time-to-time be supplied directly to Company by third-parties who are not Affiliates of TD. TD is not responsible or liable for anything in connection with products or services provided by such third-parties directly to the Company. This agreement is only between TD and the Company and neither party shall have liability hereunder to any third party.

(e) Company Obligation. Except as limited by the Florida Constitution and Section 768.28, Florida Statutes (2014), as amended or revised, Company shall reimburse TD for any and all judgments in tort, including any award of reasonable attorneys' fees and any award of reasonable expenses, (collectively "Claims") entered against TD that arise out of or relate to any and all: (i) Company's or any Cardholder's/Authorized User's/Program Administrator's material breach of this Agreement, including, but not limited to confidentiality and information security breaches and breaches of representations and warranties; (ii) Company's or any Cardholder's/Authorized User's/Program Administrator's negligent or wrongful act or omission; (iii) judgments in favor of a third party (including, without limitation, TD's providers whose products or services are utilized for Program delivery, suppliers from whom Company, Cardholders or Authorized Users purchase products/services pursuant to the Program, or governmental and other regulatory authorities), which TD has reimbursed or may be obligated to pay as a result of any of the foregoing matters described in subsections (i) and (ii) above.

(iv) For purposes of this section, if any such claims are not torts under Florida law, then TD may immediately terminate this Agreement if it becomes apparent, in the opinion of its counsel, that TD will face unreimbursed exposure to any of the foregoing claims. In such case, TD reserves the right to pursue any other remedy available by law. Company further acknowledges that, subject to the conditions and limitations stated in this Agreement, it is responsible for the uses of a card by a Cardholder/Authorized User as specified in this Agreement, and therefore Company agrees that it shall either pursue or settle directly with any Cardholder any dispute related to such use, and that TD shall not be responsible or liable for any such uses and that TD may also immediately terminate this Agreement if it becomes apparent, in the opinion of its counsel, that TD will face unreimbursed exposure for any such uses in such circumstances. Company further acknowledges and agrees that, in the absence of negligence or intentional misconduct on the part of the TD, any actions TD takes or any actions TD decides not to take based on directions or instructions of the Company, a Cardholder, any Authorized User or Program Administrator shall be deemed authorized by the Company, and Company shall make no claims against TD for such actions, and that TD may immediately terminate this Agreement if it becomes apparent, in the opinion of its counsel, that TD will face unreimbursed exposure to any such claims made by Company or any other person. TD acknowledges that Company is a Florida municipal corporation and enjoys sovereign immunity. Nothing in this Agreement is intended, nor shall be construed or interpreted, to alter or waive the Company's entitlement to sovereign immunity, or to extend or modify the Company's liability beyond the limits established in Section 768.28, Florida Statutes, as may be amended from time to time, or any successor statute.

6.20 COUNTERPARTS. This Agreement may be executed in two or more counterparts, each of which shall be an original, but all of which shall constitute but one agreement.
IN WITNESS WHEREOF, the duly authorized representative of the Company has executed this Agreement as an instrument under seal as of the day and year first written above.

City of North Lauderdale

By:
Print Name:
Title:

TD Bank, N.A.

By:
Print Name: Pamela Ramkalawan
Title: Vice President
Pricing Prepared for: Southeast FL Governmental Purchasing Cooperative Group

Rebate Program:
The TD Commercial Plus Card & TD ePayables Rebate Program financially rewards clients for making procurement, travel and AP payments using their TD Bank issued commercial card solution. The program offers an increased rebate incentive for incrementally expanding annual spend volumes. The attractive program’s annual spend and rebate tiers are outlined below:

### Rebate Schedule - Level I, II and III Interchange

<table>
<thead>
<tr>
<th>Annual Spend ¹</th>
<th>Settlement Cycle</th>
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</thead>
<tbody>
<tr>
<td></td>
<td>Monthly</td>
</tr>
<tr>
<td>&gt; $28,000,000</td>
<td>173</td>
</tr>
<tr>
<td>$18,000,000 - $28,000,000</td>
<td>168</td>
</tr>
<tr>
<td>$10,000,000 - $17,999,999</td>
<td>153</td>
</tr>
<tr>
<td>$5,000,000 - $9,999,999</td>
<td>130</td>
</tr>
<tr>
<td>$1,000,000 - $4,999,999</td>
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<tr>
<td>&gt;$500,000 - $999,999</td>
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</tr>
</tbody>
</table>

Rebate in Basis Points ²

### Rebate Schedule - Specialized B2B Interchange

<table>
<thead>
<tr>
<th>Interchange Type</th>
<th>Rebate in Basis Points ²</th>
</tr>
</thead>
<tbody>
<tr>
<td>Visa Purchasing Large Ticket (PLT)</td>
<td>35</td>
</tr>
<tr>
<td>Visa Large Purchase Advantage (LPA)</td>
<td>20</td>
</tr>
</tbody>
</table>

¹ Annual Dollar Spend = Purchase totals less returns for 12 month period from first month with spend
² Rebates paid annually
Sign On Bonus:
As an added benefit to the entities that comprise the Southeast FL Governmental Purchasing Cooperative Group, TD Bank may, at its sole discretion, negotiate an additional annual bonus with individual government entities that will commit to a five year term AND individually exceed $10,000,000 in annual spend within a calendar year.

Contingency:
Enrollment in this program is contingent on credit approval and underwriting.

Applicable / Potential Fees:
- Custom logo on cards $700.00
- Custom logo on cards (Waived for annual spend over $300,000)
- Outbound reporting file:
  - Custom mapping and programming $150.00 per hour
  - Data Transmission $200.00 per month (Waived for annual spend over $300,000)
- Data Transmission File (Visa VCF 4.4) $150 per month
- Commercial Card Online $90 per month (Annual spend under $300,000) (Waived for annual spend over $300,000)
- Special request items:
  - Express Card Delivery $25.00 per card
  - Printed Statements $1.00 per statement
- Cash Advance: 3.00%. Minimum of $5.00 / Maximum of $50.00
- Foreign Transaction Fee 1.00%
- Finance Charge 13.90% APR

Client Acceptance:

<p>| Signature: |  |
| Printed Name: |  |
| Title: | Date: |</p>
<table>
<thead>
<tr>
<th>By:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Printed Name:</td>
</tr>
<tr>
<td>Title:</td>
</tr>
<tr>
<td>Date:</td>
</tr>
</tbody>
</table>
TO: Mayor Brady and City Commission

FROM: Ambreen Bhatt, City Manager

BY: Rodney Turpel, Fire Chief
    David Sweet, Deputy Fire Chief

DATE: November 15, 2016

SUBJECT: Assistance to Firefighter Grant

The Federal Emergency Management Agency (FEMA) is currently accepting Assistance to Firefighter Grant applications. This competitive grant provides funds to Fire Departments across the nation to meet a wide variety of departmental needs that are difficult to fund through other budgetary means available. Being a competitive grant, FEMA has categorized certain equipment and projects as “high priority items” which are more likely to be funded. The Fire Administrative staff is requesting your approval tonight to submit a grant application in the amount of $33,200.00 to pay for Vehicle Extrication Equipment which is listed on FEMA’s “high priority items” list. The total projects cost is $33,200.00. The grant will pay for 90% of the total or $29,880.00 and the City’s responsibility will be a 10% match, or $3,320.00.

The Fire Administrative staff has recognized Vehicle Extrication Equipment as a high priority item needed for the North Lauderdale Fire Rescue Department and is seeking funding from the Assistance to Firefighter Grant. One current set of Vehicle Extrication Equipment that is carried on the Department’s engine apparatus was purchased in 2004 through city wide funding. This particular set of Vehicle Extrication Equipment is more than 10 years old and does not meet the current National Fire Protection Association (NFPA) 1936 Standard on Powered Rescue Tools certification, surpassing two NFPA 1936 cycles (2005 and 2010 editions). NFPA 1936 establishes the minimum-performance requirements for powered rescue tools and components and is designed to ensure the highest standard for comparing rescue tool systems and to guarantee the safety and quality of compliant systems under rigorous testing procedures. The funding requested will be sufficient to replace one set of Vehicle Extrication Equipment currently being used.

RECOMMENDATION

The City Administration recommends City Commission’s consideration and approval of the attached resolution authorizing the City Manager to take all necessary steps to submit the Assistance to Firefighter Grant application in the amount not to exceed $33,200.00 to fund Vehicle Extrication Equipment. The total projects cost is $33,200.00. The grant will pay for 90% of the total or $29,880.00 and the City’s responsibility will be a 10% match, or $3,320.00.
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 A FEDERAL EMERGENCY MANAGEMENT AGENCY ASSISTANCE TO FIREFIGHTERS GRANT IN THE AMOUNT OF $33,200.00 TO PROVIDE FUNDING FOR THE PURCHASE OF VEHICLE EXTRICATION EQUIPMENT; WITH THE UNDERSTANDING THAT THE GRANT WILL PAY FOR 90% OF THE TOTAL OR $29,880.00 AND THE CITY’S RESPONSIBILITY WILL BE A 10% MATCH, OR $3,320.00; PROVIDING FOR FINDINGS AND CONCLUSIONS WITH REGARD TO THE BENEFITS TO BE DERIVED BY ACCEPTING SUCH GRANT FUNDS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, Department officials have identified outstanding needs in terms of replacing obsolete vehicle extrication equipment; and

WHEREAS, these needs have been deemed “high priority” by FEMA for the purposes of the Assistance to Firefighters Grant; and

WHEREAS, the Department is prepared to submit a grant application in an amount not to exceed $33,200.00 which will cover 90% or 29,880.00 of the necessary costs; and

WHEREAS, the City Commission recognizes the City’s obligation to provide 10% matching funds in the amount of $3,320.00 if the grant is funded; and

WHEREAS, funds in this amount are available from the Fire Department’s budget; and

1
WHEREAS, the City Commission finds that the receipt of an Assistance to Firefighters Grant will be in the best interest of the health, safety and welfare of the citizens and residents of the City of North Lauderdale.

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 Federal Emergency Management Agency for a grant to provide funding in the amount of $33,200.00 in order to fund the purchase of vehicle extrication equipment.

Section 3. That the CITY COMMISSION recognizes that in the event the grant is awarded, the City will be obligated to provide in-kind matching funds in the amount of $3,320.00.

Section 4. 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 grant funds.

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

PASSED AND ADOPTED by the CITY COMMISSION of the City of North Lauderdale, Florida this 15th day of November, 2016.

APPROVED AS TO LEGAL FORM:

_______________________________
CITY ATTORNEY SAMUEL S. GOREN

_______________________________
MAYOR JACK BRADY

_______________________________
VICE MAYOR DAVID G. HILTON

ATTEST:

_______________________________
PATRICIA VANCHERI, CITY CLERK
TO: Mayor Brady and City Commission

FROM: Ambreen Bhatti, City Manager

BY: Rodney Turpel, Fire Chief
    David Sweet, Deputy Fire Chief

DATE: November 15, 2016

SUBJECT: FY 2016 Assistance to Firefighter Grant (Regional Joint Application)

The Federal Emergency Management Agency (FEMA) is currently accepting Assistance to Firefighter Grant applications. This competitive grant provides funds to Fire Departments across the nation to meet a wide variety of departmental needs that are difficult to fund through other budgetary means available. Being a competitive grant, FEMA has categorized certain equipment and projects as “high priority items” which are more likely to be funded. We come before you tonight requesting approval to submit a joint grant application in partnership with fire rescue departments from Sunrise, Oakland Park, Pompano Beach, Pembroke Pines, Davie, Hallandale, and Lighthouse Point for $145,495.00 to purchase new P25 compliant portable radios that are critical components of the Department’s communication system. Grant funding will pay for 90% of the total cost of the new equipment, which is $145,495.00 leaving the City to pay the remaining 10% match of $13,227.00.

This portable radio equipment is issued each morning as a pass down item to each firefighter individually which allows personnel to safely communicate to each other as well as dispatch when fighting a fire, responding to and mitigating emergency incidents as well as other non-critical incident communications. North Lauderdale Fire Rescue communications operates under the Broward County Consolidated Regional E911 System. Broward County has published their intention to adopt the open architecture Public Safety radio system protocol P25 Phase 2 /TDMA with the migration plan to transition from analog to digital phase 2 TDMA in the near future. The public safety radios that we wish to purchase support both systems and also support advanced services that Broward County is likely to deploy including GPS location, text messaging, interface to CAD and programming over the air. Because the current communication system is in the process to be phased out and transitioned to digital, this new radio equipment is so critical to all Broward County agencies.

Under the current 2016/2017 Fire Rescue budget, the agency does not have adequate funding to support the expenditure of new P25 compliant portable radios. As a result, the Department is seeking Commission’s approval to request $145,495.00 in FEMA funds as part of this joint grant application.

The Fire Administrative staff is seeking a regional approach for this funding to increase the City’s chances of being awarded as opposed to applying individually which would otherwise be
competing with these seven other agencies for the same funding to purchase the same equipment. A benefit of regionalizing this grant is that these neighboring departments would be utilizing the same communications equipment manufacturer which allows for competitive pricing, ease of replacement parts, and interagency interoperability through inner local response agreements as well as mutual aid agreement already established with these neighboring fire rescue departments.

**RECOMMENDATION**

The City Administration recommends that the Commission approve the attached resolution authorizing and directing the City Manager to take all steps necessary to submit a joint application in partnership with fire rescue departments from Sunrise, Oakland Park, Pompano Beach, Pembroke Pines, Davie, Hallandale, and Lighthouse Point for $145,495.00 for a Federal Emergency Management Agency Assistance to Firefighters grant in an amount not to exceed $145,495.00 to fund the purchase of new P25 compliant portable radios. If the grant is awarded, the City will be required to pay the remaining 10% match of $13,227.00.
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 A JOINT APPLICATION IN PARTNERSHIP WITH FIRE RESCUE DEPARTMENTS FROM SUNRISE, OAKLAND PARK, POMPANO BEACH, PEMBROKE PINES, DAVIE, HALLANDALE, AND LIGHTHOUSE POINT FOR A FEDERAL EMERGENCY MANAGEMENT AGENCY ASSISTANCE TO FIREFIGHTERS GRANT IN THE AMOUNT OF $145,495.00 TO PROVIDE FUNDING THE PURCHASE OF NEW P25 COMPLIANT PORTABLE RADIOS, WITH THE UNDERSTANDING THAT, IF AWARDED, THE CITY WILL BE REQUIRED TO PROVIDE $13,227.00 IN MATCH DOLLARS; PROVIDING FOR FINDINGS AND CONCLUSIONS WITH REGARD TO THE BENEFITS TO BE DERIVED BY ACCEPTING SUCH GRANT FUNDS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, Department officials have identified outstanding needs in terms of replacing obsolete portable radios with new P25 compliant portable radios; and

WHEREAS, these needs have been deemed “high priority” by FEMA for the purposes of the FY 2016 Assistance to Firefighters Grant; and

WHEREAS, the Department is prepared to submit a joint grant application in partnership with Sunrise, Oakland Park, Pompano Beach, Pembroke Pines, Davie, Hallandale, and Lighthouse Point municipal fire departments in an amount not to exceed $145,495.00 which will cover 90% of the necessary costs; and

WHEREAS, the City Commission recognizes the City’s obligation to provide matching funds in the amount of $13,227.00 if the grant is funded; and
WHEREAS, funds in this amount are available from the Fire Department’s budget; and

WHEREAS, the City Commission finds that the receipt of and Assistance to Firefighters Grant will be in the best interest of the health, safety and welfare of the citizens and residents of the City of North Lauderdale.

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 Federal Emergency Management Agency for a grant to provide funding in the amount of $145,495.00 in order to fund the purchase of new P25 compliant portable radios.

Section 3. That the CITY COMMISSION recognizes that in the event the grant is awarded, the City will be obligated to provide in-kind matching funds in the amount of $13,227.00.

Section 4. 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 grant funds.

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

PASSED AND ADOPTED by the CITY COMMISSION of the City of North Lauderdale, Florida this 15th day of November, 2016.

APPROVED AS TO LEGAL FORM:

___________________________________
CITY ATTORNEY SAMUEL S. GOREN

___________________________________
MAYOR JACK BRADY

___________________________________
VICE MAYOR DAVID G. HILTON

ATTEST:

___________________________________
PATRICIA VANCHERI, CITY CLERK
FIRE RESCUE DEPARTMENT
MEMORANDUM

TO: Honorable Mayor and City Commission
FROM: Ambreen Bhatty, City Manager
BY: Rodney Turpel, Fire Chief
    David Sweet, Deputy Fire Chief
DATE: November 15, 2016
SUBJECT: Bay Floor Repair at Fire Station 44

The Fire Rescue Department is seeking to repair the bay floor at Fire Station 44. The bay floor has sustained significant cracks and chipping due to ground settling and general wear and tear of continuous use.

A typical estimate to resurface bay floors at Fire Stations is generally in the range of $80 to $100 thousand dollars. Through research, the staff was able to find a new stronger product that is installed over the existing floor at a considerably lower cost of **$59,705.00** (Quote provided). This price also includes concrete repair work and vapor sealing to be completed by the vendor.

Armor-Tuff Supra Tile is an ultra high performance PVC polymer industrial grade interlocking floor tile that can be installed over the existing bay floor. The tile is extremely durable and comes with a 25 year warranty against damage and defect. After the bay floor has been repaired and prepped, the flooring material is installed by the licensed contractor over the course of a few days and can be utilized/driven upon immediately after the installation is completed.

The Fire Rescue Administration in conjunction with Public Works had conducted due diligence and contacted several fire rescue agencies throughout the country that have had this product installed to determine the reliability of the product and satisfaction of the agency. The product was installed at Fire Station 34 this past year and has been resilient as stated by the manufacture. Three additional agencies were contacted prior to the station 34 install and all three reported to be very satisfied with the product and overall process Armor-Tuff provided.

Armor-Tuff is a sole source vendor which has licensed a local South Florida company to provide the installation (Document provided). Gator Paving has provided the quote for the installation as well a letter from Armor-Tuff stating that they are the only company licensed in Florida as an authorized installer (Document provided).
The staff has determined that the purchase and installation of this floor is in compliance with City Charter Section 9.10(a) and therefore three quotes are not required. City Charter Section 9.10(a) states: “nor shall the requirements of this section be deemed to apply to sole-source goods, materials, equipment or services of a unique character not otherwise obtainable, nor shall the requirements of this section be deemed to apply to professional services substantially effected by the particular qualities and abilities of the person(s) providing the professional services.”

RECOMMENDATION:

The City Administration recommends Commission’s consideration and approval of the attached Resolution authorizing the City Manager to enter into an agreement with Gator Paving & Construction LLC for the renovation of fire station 44 bay floors at a cost of $59,705.00, as identified above.
RESOLUTION NO. ____________________

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF NORTH LAUDERDALE, FLORIDA, AUTHORIZING THE CITY MANAGER OR HER DESIGNEE TO ENTER INTO AN AGREEMENT WITH GATOR PAVING & CONSTRUCTION LLC FOR THE RENOVATION OF FIRE STATION 44 BAY FLOORS IN AN AMOUNT NOT TO EXCEED $59,705.00., 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 has recognized Gator Paving & Construction LLC as the sole source bid quote received for the renovation of Fire Station 44 bay floors.

Section 2: That the City Commission has authorized the City Manager or her designee to enter into an agreement with Gator Paving & Construction in an amount not to exceed $59,705.00.

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 15th day of November, 2016.

APPROVED AS TO FORM:

____________________________
CITY ATTORNEY SAMUEL S. GOREN

____________________________
MAYOR JACK BRADY

____________________________
VICE MAYOR DAVID G. HILTON

____________________________
CITY CLERK PATRICIA VANCHERI
North Lauderdale Fire Dept.                                  DATE: 11/8/2016
6151 Bailey Road                                               Hampton Station #44
N. Lauderdale, Fl. 33068
Off: 954-979-5838
Email: dsweet@nlauderdale.org

We hereby submit specifications and estimates to perform work at the above site:

**Concrete Repairs - Hampton Station #44 (225 sq. ft.):**
- Saw cut and remove 8” 225 sq. ft. of damaged concrete and haul away.
- Dowel #4 rebar 2’ on center staggered into existing slabs to ensure no stress cracks @ repair areas.
- Lower 4 drains to accommodate drainage.
- Form and pour 225 sq. ft. of new 8” thick 4000 psi concrete fiber mesh sidewalk with a thickened edge and a broom finish.
- Saw cut and remove locker pads.

Total $11,389.00

**Initial Concrete Water Moisture Test:**
- Core drill 2 areas 3” deep to determine moisture levels of slab.
- If slab has more than 75% moisture levels, additional coats of water vapor will be added @ 85 cents per sq. ft. until levels are acceptable.

Total $500.00

**Concrete Prep - (3,234 sq. ft.):**
- Shot Blast floor to open pours of concrete.
- Vacuum and clean concrete dust and debris.
- Apply 1 coat of 490 X water vapor barrier to floor. (12 hour cure time)
- Apply second coat of 490 X water vapor barrier with sand application. (12 cure time)

Total $10,205.00
ARMOR-TUFF SUPRATILE 6.5 MM COIN PATTERN OR BLACK TILES

- Supply & Install Supra tiles throughout apparatus bay floors. *(Includes 12% Waste) Gear and Supplies moved by Gator.*
- Level 3 areas with resin epoxy to accommodate drainage.
- Supply & Install 2 part adhesive.
- Supply and install Supra tiles on locker pads. *(Cannot remove pads)*
- Supply & Install “T” Molding for bay doors.
- Supply & Install transition molding for walk thru doors and drains.
- Supply & Install back up striping in yellow.
- Supply & Install cove molding where necessary.
- Additional sq. ft. based on $10.11 per sq. ft.

For material & Installation 3,719 sq. ft. – Total $37,611.00
Total Contract Amount $59,705.00

With your order you will receive at “No Charge” your fire company logo printed and sealed on 4 tiles. Art work to be supplied by you in a high resolution pdf file. If artwork can’t be supplied as requested, we can provide artwork setup for an additional $250.00. Please sign and date acceptance of this quote and submit a check for 50% of the total amount. Balance due before shipment of materials.

**Life Time Warranty on Installation (Every 6 months)**
- Mop and prep surface inside apparatus bays.
- Re-stripe 6” yellow lines with a latex DOT paint.
- Coordinate drain cleaning during process. *(Vendor provided by Dept.)*
- Re-silicone all drains, clean-outs and perimeter.
- Warranty price varies per size of station. *($1,850.00 per visit)*

Please note: Armor Tuff will not be responsible for adhesion to prior coated surfaces. Failure to use the factory approved adhesive voids warranty. Pricing includes a 12% safety factor for extra materials needed for cuts and trims to complete the installation. Quote valid for 45 days.

-Lifetime warranty for Armor – Tuff product thru manufacturer.
- Disposal of garbage onsite.
- Permit fees, engineering, surveys, and compaction testing is not included (by others).
- Work areas will be barricaded, but cannot guarantee trespassing of others in work areas.
- If any changes are made after contract, final measurements will prevail.
- If any additional mobilizations are requested, an extra price per mobilization will apply.
- Always keep the area worked on closed for at least 1 day after work is completed.
- All cars must be removed prior to arrival. Owner to provide the towing service if necessary.
- If the applicable Building Department requires additional work other than described, those costs are not included.
- Not responsible for damage to underground utilities or removal of construction debris other than debris related directly to the scope of work.
- This contract/proposal is subject to review if not accepted within 45 calendar days. If contract is not executed within 45 days of acceptance, contract pricing will be subject to review for possible material price increases.

**Price Includes:** All labor, machinery and materials.

**Price Does Not Include:** Additional work beyond the scope of work listed above, survey fees, permit fees and execution, densities, compaction tests, engineering fees, concrete ramps, bonds, rpm’s, ADA FDOT detectable tiles, signage etc.

**Terms of Payment:** 80% of entire contract amount prior to commencement of work and balance of 20% when work is complete.
Owner Representation: Person signing contract represents and warrants that they are the record or have the authority to bind the record owner to the contract. Such representation is made with the intent that Gator Paving & Construction, LLC. relies on it.

Page 3 of 3 Hampton Road Fire Station #44 11-8-16

Legal Dispute: In the event of legal dispute, the venue shall be Broward County and prevailing party shall pay court costs and legal expenses.

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

ACCEPTED:________________________________________

Signature:________________________________________

Date:____________________________________________

AUTHORIZED SIGNATURE:__________________________

Gator Paving & Construction LLC
August 28, 2015

Juan Linares
Battalion Chief Fire Operations
North Lauderdale Fire Rescue
7700 Hampton Blvd.
North Lauderdale, FL 33068

Re: Armor Tuff Supratile Interlocking Floor Tiles

Dear Chief Linares:

Please let this letter serve as confirmation that Supratile Interlocking Floor Tiles are exclusively manufactured and distributed in all of North America by Armor-Tuff Firehouse Flooring, a division of Armorpoxy, Inc.

Furthermore, there is not another product that is sold in the USA that is comparable in comparison. We are the Sole Source for this product.

Please call or write if you need further information. We appreciate your interest in Armor-Tuff Products.

Very truly yours,

Vincent DeRienzo
Vice President

“LIFETIME WARRANTY”

Armor-Tuff Flooring – 805 Lehigh Avenue, Union, NJ 07083 – 855-723-5667
Tonight we are requesting your approval of the submittal of the Community Development Block Grant (CDBG) application to Broward County for Year 43 funding. The County has notified City Administration that North Lauderdale’s share of CDBG funds for the 43rd year (Fiscal Year October 2017 to September 2018) is approximately $228,178 consistent with current year funding. The City must submit an application for the implementation of eligible projects before the contingent December 2016 deadline.

**Background**

The non-entitlement cities within Broward County are designated a yearly allocation of Community Development Block Grant funds. As you know, the City of North Lauderdale has received funding through this process for many years. More recently, this funding has been used for a Residential Hardening Program and a Purchase Assistance Program. The funds for the 42nd CDBG program year that began October 1, 2016 will be used to continue the city-wide purchase assistance program and for a new commercial revitalization program. Based upon the needs of the City, it is recommended that we apply for the 43rd Year’s funding to be used to continue the new commercial revitalization program and for a targeted purchase assistance program as follows:

1. **Commercial Revitalization Program** – Utilizing approximately $133,178 to provide matching grants up to $40,000 to eligible for-profit businesses for improvements, which allow for the rehabilitation of privately owned commercial or industrial buildings limited to the exterior of the buildings within targeted revitalization areas. By enhancing the appearance of business/building facades, the program serves to improve the economic viability of the businesses in certain low-moderate income Census Block Groups.

2. **Purchase Assistance Program** - This Purchase Assistance program, utilizing approximately $95,000, will provide up to $15,000 in down payment and closing cost assistance to a minimum of five (5) prospective homebuyers. The City will make these funds available to prospective homebuyers who are qualified by Habitat for Humanity for the proposed single family home project within the City. Habitat for Humanity will be re-submitting a site plan to construct five (5) new single family homes on a currently vacant lot owned by them. It is anticipated that the construction of the homes will be completed within the timeframe of the grant and the City proposes to provide down payment and closing cost
assistance to the new homeowners of Habitat’s project. Habitat will be responsible for pre-qualifying the applicants and for following the grant guidelines to income certify the families prior to closing. Depending on the timing of Habitat’s project and the identification of eligible applicants for other properties, the City reserves the option to amend the program and make the funds available on a city-wide basis.

The proposed use of funding for these projects was also presented to the Housing Authority at their last scheduled meeting held on Tuesday, November 1, 2016 for their review and endorsement.

RECOMMENDATION:

The City Administration recommends Commission’s consideration and adoption of the attached resolution enabling the City Manager to take necessary steps to apply for CDBG funding and to execute the grant award agreements and take all necessary actions to implement the approved programs, including but not limited to extensions of time, line-item budget amendments, and program modifications, when funding becomes available. We also request the flexibility to adjust the funding and/or amend the programs incorporated into the application depending on the final response from Broward County. New programs will not be added without being brought back to the City Commission for consideration and approval. However, modifications to the allocations and descriptions or deletion of projects may be necessary to meet eligibility requirements.
RESOLUTION NO. ______________

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF NORTH LAUDERDALE, FLORIDA, AUTHORIZING AND DIRECTING THE CITY MANAGER OR HER DESIGNEE OF THE CITY OF NORTH LAUDERDALE, FLORIDA, TO APPLY FOR AND TO FILE SUCH DOCUMENTS AS MAY BE REASONABLY REQUIRED FOR AVAILABLE 43rd YEAR (FISCAL YEAR OCTOBER 2017 – SEPTEMBER 2018) COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS IN THE ESTIMATED AMOUNT OF $228,178 FOR THE PURCHASE ASSISTANCE AND COMMERCIAL REVITALIZATION PROGRAMS PROVIDING THAT THE CITY MANAGER SHALL BE AUTHORIZED TO EXECUTE GRANT AWARD AGREEMENTS AND TO TAKE ALL NECESSARY ACTIONS, INCLUDING, BUT NOT LIMITED TO EXTENSIONS OF TIME, LINE-ITEM BUDGET AMENDMENTS, AND PROGRAM MODIFICATIONS TO IMPLEMENT SAID PROGRAMS IF AND WHEN FUNDING IS APPROVED; PROVIDING FOR FINDINGS AND CONCLUSIONS WITH REGARD TO THE BENEFITS TO BE DERIVED BY PROCESSING AND OBTAINING SUCH GRANT FUNDS; AND, PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of North Lauderdale has received Community Development Block Grant funding from Broward County for the past 27 years and;

WHEREAS, the City has been notified of the availability of funding for the 43rd year and is desirous of applying for said funds; and

WHEREAS, in the past, the City has a purchase assistance program to assist first time home buyers with down payment and closing cost assistance to purchase a home within the City; and

WHEREAS, a need has been identified to operate these types of programs to assist low income prospective homeowners and current business owners; and

WHEREAS, Administration has recommended that an application be submitted for the Commercial Revitalization Program and the Purchase Assistance Program; and

WHEREAS, Commission hereby approves the submittal of said applications to assist the City’s residents and first time home buyers.

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 part of this Resolution.
Section 2: The City Manager of the City of North Lauderdale, Florida is hereby authorized and directed to apply for and to file such documents as may be reasonably required for available 43rd Year Community Development Block Grant funds in an estimated amount of $228,178 and to take appropriate actions to execute grant award agreements and to take all necessary actions, including, but not limited to extensions of time, line-item budget amendments, and program modifications to implement approved programs with regard to the Commercial Revitalization and Purchase Assistance Programs.

Section 3: The City Commission finds and determines that it is in the best interests of the citizens and residents of the City of North Lauderdale, Florida, to apply for said Community Development Block Grant Funds for the funding of the City’s programs listed in Section 2.

Section 4: This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED BY THE CITY COMMISSION OF THE CITY OF NORTH LAUDERDALE, FLORIDA, ON THIS ____ DAY OF __________, 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: Michael Sargis, Parks and Recreation Director

DATE: November 15, 2016

SUBJECT: North Lauderdale Sickle Cell Walk

At the October 25, 2016 Commission meeting, Mayor Jack Brady announced that the Broward County Sickle Cell Association will once again be hosting a Sickle Cell Walk at Hampton Pines Park on Saturday, November 19, 2016. In past years, the City has co-sponsored these Sickle Cell Walks at Hampton Pines Park and we typically get about 50 walkers and raise a few thousand dollars.

Along with providing Hampton Pines Park for the walk, as a co-sponsor, we will also provide the following City equipment and/or services:

- Trash cans and Cleaning Supplies
- Bathrooms
- Water, Fruit, Breakfast Snacks

According to our best estimate, the total cost for the items outlined, including the Park rental fee, is approximately $3,500. Staffing for the walk will come from the weekend staff assigned to work at Hampton Pines Park – we do not anticipate any overtime for the event.

In accordance with the City policy, Administration is not permitted to waive any fees. Therefore, should the Commission approve to co-sponsor this event; the Commission may also consider an approval to waive approximately $3,500.00 in associated fees/costs.

For the City to co-sponsor this event, which entails the waiver of costs/fees and the Mayor to serve as the Chairperson that will benefit Broward County Sickle Cell Association to raise funds, the Commission needs to adopt the attached resolution for disclosure purposes per Broward Code of Ethics for elected municipal officials.

RECOMMENDATION:

Should the Commission wish to proceed with this event, the following motions are in order:

- Motion to approve the co-sponsorship of the event.
- Motion to waive fees/costs associated with this event in an amount not to exceed $3,500.00.
- Motion to adopt the attached resolution for disclosure purposes per Broward Code of Ethics for elected municipal officials.
RESOLUTION NO. ______________________

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

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

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

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

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

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

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

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

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

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

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

Section 5. This Resolution shall become effective immediately upon its passage and
adoption.

PASSED AND ADOPTED BY THE CITY COMMISSION OF THE CITY OF
NORTH LAUDERDALE, FLORIDA, THIS _______ DAY OF _________________, 2016.

__________________________________
MAYOR JACK BRADY

__________________________________
VICE MAYOR DAVID G. HILTON

ATTEST:

__________________________________
PATRICIA VANCHERI, City Clerk

APPROVED AS TO LEGAL FORM
BY CITY ATTORNEY:

__________________________________
SAMUEL S. GOREN, ESQUIRE
EXHIBIT A

- Broward County Sickle Cell Association
November 2, 2016 is my one year anniversary date of employment with the city. My current contract does not expire until November 2018. I am currently performing duties as the Deputy Clerk as I continue obtaining education and experience toward my CMC certification and my MMC certification.

The following is a list of the duties I have performed in the capacity of Deputy Clerk.

- Attended City Commission meetings, Workshops, Water Control District meetings, North Lauderdale Recreation Foundation meetings and other city board meetings
- Served at the City Commission Meeting in the absence of the City Clerk
- Assisted as needed with Preparation of Agenda and Minutes for all meetings
- Assisted with formulating records and transcribing of audio recording of meeting Minutes for Commission Meeting, and City Boards
- Assisted with Preparation of Public Hearing Notices and Legal Advertisements, 300 Foot Notices as necessary
- Scanned, filed and maintained all official documents and records such as Resolutions, Ordinances, Site Plans Requests, and Bids
- Received Bids and attended RFQ Meeting
- Received and maintained Lobbyist Registration
- Assisted with Disposition of Records which have met their retention schedule
- Assisted with the processing of Public Records requests
- Processed and distributed correspondence, and furnished information, municipal laws and official records
- Assisted Coordination of Commission calendars
- Assisted with Municipal Election process, Election forms, and creating Candidate Information Packets
- Received and disseminated incoming calls from residents and businesses, as well as inquiries by letter, telephone call, or in person
- Assisted with processing check requests.
- Assisted City Clerk with city events, Grand Opening and Ribbon Cuttings
- Assisted in notarizing, certifying and attesting documents for the city and residents
The following are educational and training seminars, association memberships and meetings I have attended towards CMC certification the past year:

- January 2016 - Records Management Training - Division of Library and Information Services
- January 2016 - Ethics Education - New Issues in Broward County Ethics - Presented by Goren Cherof, Doody & Ezrol
- April 2016 - FACC Orientations Webinar - Set the Impression, Build the Foundation
- June 2016 - FACC Summer Academy & Conference
- June 2016 - FACC Athenian Dialogue
- July 2016 - FACC Mini-Institute Webinar Organizing Email: Practical Strategies
- August 2016 – IIMC/Laserfiche Webinar "Drive Change without Driving Your Colleagues Crazy".
- November 2016 - FACC Webinar Advanced Communication Strategies
- Membership with (IIMC)International Institute of Municipal Clerks, (FACC) Florida Association of Municipal Clerks, and (BCMCA) Broward County Municipal Clerk Association Membership
- Appointment as Secretary as part of the Executive Committee on the (BCMCA)Broward County Municipal Clerks Association

I am thankful for the opportunity to serve the Commission, residents and staff as Deputy Clerk as I continue working diligently to learn and apply the information towards all the responsibilities involved in this position. I look forward to continued growth in knowledge and experience as I actively learn this important role in municipal government.
Walk 4 Sickle Cell 5K Run/Walkathon Fundraiser

Saturday, November 19th, 2016 - 8:00 am
Registration Begins 7:00 am

Hampton Pines Park - 7800 Hamptons Blvd, North Lauderdale

100% of Dollars Collected during the walk will be donated to the Sickle Cell Disease Association of Broward County

For more information please call the Parks and Recreation Department at 954-724-7061

Mayor Jack Brady, Vice Mayor David G. Hilton, Commissioners, Rich Moyle, Jerry Graziose and Lorenzo Wood
City of North Lauderdale Parks and Recreation Department
2016 Sickle Cell Walk - Pledge Sheet

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Walk is Saturday, November 19th, 2016 - Walk Starts at 8:00 AM - Hampton Pines Park
City of North Lauderdale
Parks and Recreation Department
Invites you to join us at

Winterfest

Friday, November 25th - 5pm to 9pm
Jack Brady Sports Complex

Activities Include:
Carnival Rides in our Magical Winter Wonderland, Hay Ride, Games and Contests, Activities for Kids and Adults, Face Painters and Clowns, Concessions, Crafts, Plus
Bring Your Camera for Pictures with Santa, Mrs. Claus, Rudolph, and Elsa, Anna and Olaf
Plus Much More Fun

REMEMBER:
Bring Your Mittens and Gloves and Play on our Real Snow Pile

For More Information Please Call
Parks & Recreation Department at 954-724-7061

Entrance Fee
$5 or 5 Cans of Food PER PERSON
City of North Lauderdale

PRESENTS

CHRISTMAS PARADE

ROCKIN' in a WINTER WONDERLAND

December 10, 2016 - 4:00 PM

Starts at: Boulevard of Champions/SW 64 Terrace
Ends at: City Hall Front Lawn

Enjoy the lights and sounds of the season as community organizations put on a spectacular show to kick off the holidays

Tree lighting on the front lawn of City Hall immediately after the Parade

For More Information Please Call the Parks & Recreation Department at 954-724-7061
CITY OF NORTH LAUDERDALE
INTER-OFFICE CORRESPONDENCE

MEMORANDUM NO. 2016-121

TO: Ambreen Bhatti, City Manager
    Tammy Reed-Holguin, Director of Community Development

CC: Mayor Jack Brady
    Members of the City Commission
    Patricia Vancheri, City Clerk

FROM: Samuel S. Goren, City Attorney
      Michael D. Cirullo, Jr., Assistant City Attorney
      Brian J. Sherman, Assistant City Attorney

DATE: November 10, 2016

RE: City of North Lauderdale, Florida ("City") adv. U.S. Bank, N.A., Trustee For the
    Holder of J.P. Morgan Mortgage Acquisition Trust 2006-NC-2 Asset Backed Pass
    Through Certificates, Series 2006-NC-2 ("U.S. Bank")
    Broward County Case No. CACE 16-009635
    Property Address: 6531 SW 9th Place, North Lauderdale, Florida

CONGRATULATIONS, in connection with the above referenced law suit we are pleased to
enclose a copy of the Proposed Settlement and Stipulation Agreement for your review and approval
by the City Commission. The attached settlement, which awards the City TWENTY THOUSAND
($20,000.00) DOLLARS, as full settlement of all the City’s liens against the subject property, was
reached as a result of the Motion to Dismiss filed by our office. The Motion to Dismiss is set for
hearing on December 7, 2016, and that hearing will be canceled if this settlement is approved.

The City’s interests in the subject property are two code enforcement liens recorded against the
former owners, Jerry and Mary Barton, which were foreclosed by U.S. Bank, and one code
enforcement lien recorded against U.S. Bank for failure to maintain the subject property.
Additionally, the City informed U.S. Bank of the existence of nine (9) other liens which may attach
to the subject property pursuant to Section 162.09(3), Florida Statutes, which allows code
enforcement liens to attach to any other property owned by the same violator.

U.S. Bank filed this law suit against the City seeking a Declaratory Judgment against the City
prohibiting the City from enforcing its two (2) recorded against Jerry and Mary Barton, against the
subject property, and for injunctive relief against the City prohibiting the City from enforcing any
attaching liens pursuant to Section 162.09(3), Florida Statutes. The City offered to administratively
mitigate the subject liens, but U.S. Bank refused to pay the City’s partial lien release fees.
The City’s Motion to Dismiss acknowledged that the liens recorded against Jerry and Mary Barton were foreclosed; however, the foreclosure judgment does not obligate the City to record a release of lien as U.S. Bank may either rely on that Judgment, or pay the City’s lien release fees. The City’s Motion to Dismiss also acknowledged that the nine (9) subject liens would not attach to the subject property provided that the subject property is titled to a different entity other than U.S. Bank. In this case, U.S. Bank, was able to provide the City documentation which shows that the subject property is owned in trust, and the City’s liens recorded against U.S. Bank, do not attach to the subject property.

Our office recommends that the City Commission approve this settlement and authorize the City Manager, or her designee to take any and all action necessary to effectuate the settlement. Please note that U.S. Bank intends to sell the subject property and the prospective buyer has entered into a separate stipulated agreement with the City ensuring that the code violations which exist on the subject property will be remedied within ninety (90) days following the closing.

Should you have any questions regarding this matter, please do not hesitate to contact our office.

Enclosures
BJS:kmc
IN THE CIRCUIT COURT OF THE SEVENTEENTH JUDICIAL CIRCUIT
IN AND FOR BROWARD COUNTY, FLORIDA

U.S. BANK N.A., AS TRUSTEE, ON
BEHALF OF THE HOLDERS OF THE J.P.
MORGAN MORTGAGE ACQUISITION
TRUST 2006-NC2 ASSET BACKED PASS-
THROUGH CERTIFICATES, SERIES 2006-
NC2,

Plaintiff,

vs.

CITY OF NORTH LAUDERDALE, FL,

Defendant,

________________________________________

SETTLEMENT AND STIPULATION AGREEMENT

This Settlement and Stipulation Agreement ("Agreement") is entered into as of this ___
day of ______________, 2016, by and between U.S. BANK N.A., AS TRUSTEE, ON
BEHALF OF THE HOLDERS OF THE J.P. MORGAN MORTGAGE ACQUISITION TRUST
2006-NC2 ASSET BACKED PASS-THROUGH CERTIFICATES, SERIES 2006-NC2
("Plaintiff") and CITY OF NORTH LAUDERDALE, FL ("Defendant"), both which have been
duly advised by counsel, and who hereby stipulate and agree as follows:

1. As full and complete settlement of any and all claims raised or which could have
been raised in the above captions matter(s) pertaining to the property located at 6531 SW 9th Place,
North Lauderdale, Florida, 33068, the Plaintiff agrees to pay Defendant a total sum of $20,000
within thirty (30) days, with each party bearing its own fees and costs, payable as follows:

2. The settlement payment shall be made payable to City of North Lauderdale, 701
SW 71st Avenue, North Lauderdale, FL 33068.
3. The above payment is inclusive of the City’s’ costs.

4. The City will record a full release of lien in Code Enforcement Case No: 15-05-SMH-83150.

5. The City will record a partial release of lien in Code Enforcement Case Nos: 12-02-SMH-57363, 13-01-SMH-68270, releasing the subject property from these liens.

6. The Parties entered into a Stipulated Agreement, incorporated herein and attached as Exhibit A, to remedy the code violations which exist on the property located at 6531 SW 9th Place, North Lauderdale, Florida, 33068, as the room addition was built without permits.

7. By execution of this agreement, the Plaintiff agrees and releases the City of North Lauderdale from further liability for any and all claims raised or that could have been raised in these proceedings related to the property located at 6531 SW 9th Place, North Lauderdale, Florida, 33068.

8. The City agrees that no liens other than those outlined in Paragraphs 4 and 5 of this Settlement attached to subject property as of the date of this stipulation.

9. Plaintiff’s counsel shall voluntarily dismiss with prejudice its case in Case No.: 16-009635, in the Circuit Court of the Seventeenth Judicial Circuit, in and for Broward County, Florida with prejudice, subject to retention of jurisdiction to enforce this Agreement.

10. In the event that legal action is necessary to enforce any term or condition of this Agreement, the prevailing party shall be entitled to an award of attorney’s fees and costs.
11. The parties request that this Court retain jurisdiction to enforce all executor provisions of this Agreement.

WITNESS the execution hereof as the date first written above.

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