AGENDA

1. INVOCATION AND PLEDGE OF ALLEGIANCE – Commissioner Moyle

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. [January 12, 2016]

4. PRESENTATIONS

5. PROCLAMATIONS
   a. [American Heart Association Month and National Wear Red Day – February 5]

6. PUBLIC DISCUSSION
7. QUASI-JUDICIAL ITEMS

a. **SUBJECT:** SITE PLAN – SPR 15-06
   NAME OF APPLICANT: BURGER KING/ MATTRESS FIRM
   PROJECT LOCATION: McNab Road and Avon Lane
   Outparcel #5 (New Walmart Plaza)

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

   ▪ 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 preliminary site plan subject to the twelve (12) conditions
   outlined in staff memorandum.

8. OTHER BUSINESS

a. **RESOLUTION - Continuation of Lining of Sanitary Sewer Lines Project**

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

   A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF NORTH
   LAUDERDALE, FLORIDA, AUTHORIZING THE CITY MANAGER OR HER
   DESIGNEE TO AWARD LAYNE INLINER LLC FOR AN AMOUNT NOT TO EXCEED
   $900,000.00 CONTRACT, USING THE CITY OF PLANTATION BID ITB 041-14 FOR
   THE CONTINUATION OF THE SANITARY SEWER REHABILITATION PROJECT;
   AND PROVIDING AN EFFECTIVE DATE.
b. **RESOLUTION - Surplus of Parks and Recreation Equipment**

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

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF NORTH LAUDERDALE, FLORIDA, AUTHORIZING THAT MISCELLANIOUS EQUIPMENT OUTLINED BELOW BE DECLARED SURPLUS IN ACCORDANCE WITH SECTION 2-36 OF THE CITY’S CODE OF ORDINANCES FROM THE PARKS AND RECREATION DEPARTMENT INVENTORY; PROVIDING AN EFFECTIVE DATE.

c. **RESOLUTION - Lobbying Services Contract – Ericks Consultants, Inc.**

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

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF NORTH LAUDERDALE, FLORIDA, AUTHORIZING THE CITY MANAGER, TO RENEW THE ATTACHED LOBBYING SERVICES AGREEMENT BY AND BETWEEN THE CITY OF NORTH LAUDERDALE AND ERICKS CONSULTANTS, INC., FOR ANOTHER YEAR RETROACTIVE FROM JANUARY 1, 2016 TO DECEMBER 31, 2016; AUTHORIZING THE CITY MANAGER TO DO ALL THINGS NECESSARY TO CARRY OUT THE AIMS OF THIS RESOLUTION, AND, PROVIDING FOR AN EFFECTIVE DATE.

9. **REPORTS**

a. Parks and Recreation Update (Mike Sargis)
10. COMMISSION COMMENTS

   a. Discussion and possible motion to purchase a table of 10 in the amount of $500.00 for the Aging & Disability Resource Center Fashion Show & Luncheon on Friday, February 12, 2016

11. CITY MANAGER COMMENTS

12. CITY ATTORNEY COMMENTS

13. ADJOURNMENT
CITY OF NORTH LAUDERDALE

COMMISSION MEETING

TUESDAY, JANUARY 12, 2016

MINUTES

The City Commission of the City of North Lauderdale met on Tuesday, January 12, 2016 at the Municipal Complex. The meeting convened at 6:00 p.m.

1. **INVOCATION AND PLEDGE OF ALLEGIANCE** – Commissioner Graziose 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. **December 15, 2015** – Commissioner Wood moved to approve the Minutes as submitted. Seconded by Vice Mayor Hilton. **Minutes approved unanimously by voice vote.**

4. **PRESENTATIONS** - None

5. **PUBLIC DISCUSSION**

   **Paula Hocenic, Highlands Court,** voiced some concerns about issues in the Highlands Court community including garbage cans being properly put out on the streets; the easement on the Blvd. of Champions is not being maintained; dogs are loose on the street without leashes causing the mailman not to deliver; trash being dropped on the street; oil spills on the street and many parking problems including illegally parked vehicles and too many vehicles parked everywhere on private property. Ms. Hocenic commented that there is no way an emergency vehicle could get in. She commented that she spoke to Commissioner Wood about this and the Code Dept. is looking into some solutions, but would like to work on this problem. Mayor Brady commented that Code and the Police Dept. would look into it. Commissioner Wood also commented that he
took a drive in the neighborhood and agreed that an emergency vehicle would have trouble getting through. He said he will work closely with staff to address the issues. City Manager Bhatty stated that staff will work to educate the neighborhood about the garbage issues through the newsletter and flyers. She said they will work with Code and Fire to address the parking issues.

6. QUASI-JUDICIAL ITEMS

a. SUBJECT: SPECIAL EXCEPTION USE - SEU 15-04
   NAME OF APPLICANT: Arelis Bonilla
   PROJECT NAME: Events by Arlis
   PROJECT LOCATION: 8062 W McNab Road 7 (Shoppes of McNab)
   PROJECT DESCRIPTION:
   Special exception use permit to allow an assembly hall with seating capacity over 100 according to Section 106-468 of the Master Business List and for a freestanding bar in accordance with Section 86-110 pertaining to restaurants and cafes in a Community Business (B-2) zoning district.

Attorney Goren read the item. Those wishing to speak on the item were duly sworn. Tammy Reed-Holguin, Community Development Director, presented the item based on backup memorandum. She stated that the applicant proposes to operate a banquet hall with a capacity over 100, and to allow the sale of alcohol with meals when catered by the applicant at a freestanding bar in a B-2 zoning district. Applicant has applied for a local business tax receipt and will be required to obtain a State license to serve alcoholic beverages. Staff sees this as an economic plus for the City as this bay has been vacant since 2009. This will be a new type of business in the City as the first banquet hall. The zoning regulations pertaining to the operation of a freestanding bar have been amended since the closure of the previous business to allow a freestanding bar as an ancillary use with the approval of a special exception use permit. Ms. Reed-Holguin also stated that they need the SEU since the assembly hall capacity exceeds 100. The applicant anticipates a maximum of up to 185. City ordinance requires 124 parking spaces and the center has 408 parking spaces supporting 23 businesses. Ms. Reed-Holguin commented that parking will be a challenge and the applicant has been advised that it is incumbent upon them to demonstrate that there is adequate parking for the business. One of staff’s requirements and conditions for approval of the SEU is that anytime there will be an event with attendance of over 100 that they will be required to provide valet parking. There is parking in the rear of the building that would facilitate valet parking. The applicant was agreeable to this condition. This item was presented to the Planning and Zoning Board on December 1, 2015 and was unanimously approved with a 6-0 vote, including the condition for valet parking. Ms. Reed-Holguin stated that staff recommends approval of the SEU with the ten (10) conditions attached to the item, including valet parking and that alcohol can only be served with a catered license event and that the approval of the SEU is for the operation of a banquet hall and in no way constitutes approval of the operation of a night club. Applicant, Raymond Bonilla, the Business Manager for Events by Arlis, was present and voluntarily agreed to the ten (10) conditions outlined by staff. Public hearing opened. No one spoke. Public hearing closed. Commissioner Graziose inquired about the parking for the other business about to open and Mr. Bonilla answered that they have their own parking around the business. Vice Mayor Hilton commented
that his only concern would be the parking because on the weekends that parking lot is packed. He was concerned about the parking there for holiday events, and asked if the parking spaces in the back were included in the count of 408 spaces. Ms. Reed-Holguin replied yes. Commissioner Moyle moved to approve the request for an SEU permit to operate a banquet hall subject to the ten (10) conditions outlined in staff memorandum. Seconded by Commissioner Graziose. MOTION PASSES UNANIMOUSLY BY VOICE VOTE.

b. SUBJECT: SPECIAL EXCEPTION USE - SEU 15-03
NAME OF APPLICANT: Shuai Chen
PROJECT NAME: Oriental Acupressure and Spa Center Inc.
PROJECT LOCATION: 3601 Commercial Blvd. Suite #3
(Commercial Point)

PROJECT DESCRIPTION:
Special Exception use to allow a massage establishment as a primary use in accordance with section 106-468 of the Master Business List in a General Business (B-3) zoning district.

Attorney Goren read the item. Those wishing to speak on the item were duly sworn. Tammy Reed-Holguin, Community Development Director, presented the item based on backup memorandum. She indicated that the zoning regulations pertaining to the operation of a massage establishment must be licensed by the State of Florida and requires the approval and an SEU. Staff has reviewed the proposal and in light of the guidelines and criteria contained in the Code, and is recommending approval of the SEU for a massage establishment. On December 1, 2015, the Planning and Zoning Board approved the request with a vote of 6-0. There was discussion regarding the operation of such a facility and that they will only operate to the terms and conditions of the special exception use permit. Ms. Reed-Holguin commented that the economic impact would be beneficial since this bay has been vacant for more than six months. This center was annexed by the City and built prior to annexation to provide parking based on the Broward County codes. The center has 260 parking spaces and this business would only need 8 parking spaces. Hours of operation are proposed to be from 10:30 a.m. to 10:30 p.m. Monday through Sunday. Staff recommends approval subject to the conditions listed in the memorandum. Applicant, Shuai Chen, voluntarily agreed to comply with the conditions. Public hearing opened. No one spoke. Commissioner Moyle moved to approve the request for an SEU permit to allow a massage establishment subject to the seven (7) conditions outlined in staff memorandum. Seconded by Commissioner Graziose. No Commission discussion. MOTION PASSED UNANIMOUSLY BY VOICE VOTE.

c. SUBJECT: SITE PLAN APPROVAL – SPR 15-01
NAME OF APPLICANT: Off Lease Only, Inc.
PROJECT NAME: Off Lease Only
PROJECT LOCATION: 827 S State Road 7
PROJECT DESCRIPTION:
Preliminary site plan review to redevelop an existing commercial property, including the paving of 7.89 acres, new landscaping, building façade upgrades
and customer parking lot improvements to operate a used car dealership in a
General Business (B-3) zoning district.

Attorney Goren read the item. Those wishing to speak on the item were duly sworn. Tammy Reed-Holguin, Community Development Director, presented the item based on backup memorandum. She indicated that the applicant purchased this property, from Calvary Chapel, which used to be the old Palm Pontiac on State Road 7. Off-Lease will operate a pre-owned dealership. Ms. Reed-Holguin showed a rendering and overview of the site. This will be Off-Lease’s first location in Broward County; they have four other locations. At the time staff wrote the memorandum, Off-Lease had hired 60 of their employees providing jobs to local residents and people in the area. Ms. Reed-Holguin commented that Off-Lease’s business model differs from other car dealerships in that most of their sales are done on-line and the cars are stored in a holding area on the site where buyers can view them. The cars are not intended to be on display and the backup shows how they propose to landscape to buffer the area. Ms. Reed-Holguin indicated that a part of their request for a site plan approval is to asphalt areas that are currently grass. One area will be for holding the cars and another area will be for staging. Staff worked with the applicant to break up the asphalt with landscaping where they would need to keep the cars to be sensitive to the residential neighborhoods surrounding the site. Buildings currently on the site will be used for showrooms, offices, training rooms and corporate headquarters. Rear bays will be used to prepare the cars for sale. A tenant, Dent Wizard, will be onsite in the rear building. The main building has been painted and will have new signage. The area proposed to be pave is about 8 acres and will park between 800-1000 cars. On September 24th and November 5th, the Development Review Committee met and after considerable review and discussion by the committee, staff recommended approval of the preliminary and final site plan to the Planning and Zoning Board. On December 1st, the Planning and Zoning Board met and also recommended approval of the item to the City Commission. It is before the Commission tonight for consideration with direction for Administration to continue to work with the Applicant to finalize the site plan based on the eleven (11) conditions listed in staff memorandum. Ejola Cook, as legal counsel and Chief Administrative Officer for the Applicant, provided a PowerPoint presentation to introduce the business. A copy of the presentation is available in the City Clerk’s office. Ms. Cook indicated that the business appears to be a large corporation, it is a “mom and pop” organization owned by Mark and Eileen Fisher who were present. They started the company with their life savings with grand success; they are residents of Broward County. Ms. Cook explained the concept of the business and explained there will not be a lot of foot traffic. She showed renderings of what the site will look like and indicated they are concerned with keeping the site secure with fencing and landscaping to beautify the State Road 7 corridor, being cognizant of the residential areas. Mayor Brady asked if the Applicant would abide with the conditions outlined in the memorandum and Ms. Cook asked for a clarification on Item No. 6 regarding being compliant with any noise regulations. Attorney Goren replied that this will become a part of the site plan order as well as all conditions raised by staff. If there is a noise violation under the City Code then it will need to be addressed. Attorney Goren indicated that this is a broad provision that is in every site plan order with regard to parking, traffic or other nuisances that might impact adjacent or related properties. Ms. Cook replied that with that clarification, Applicant accepts all conditions voluntarily. Commissioner Wood welcomed the business to his district and thanked the owners for choosing this location and hiring local. Public discussion opened. No one spoke. Commissioner Moyle moved to
Ms. Reed-Holguin commented that there is a final site plan approval step to go through on February 9, 2016, and until final site plan approval, the business will not be open for operation; they need a local business tax receipt and plans are still being reviewed through the building department for renovations. Ms. Cook commented that they understand the process and the business will not open until everything is completed, including the paving. But, she indicated, they may request a partial occupational license for the second floor of the building which is intended to house a corporate office.

Attorney Goren read the item. Those wishing to speak on the item were duly sworn. Tammy Reed-Holguin, Community Development Director, presented the item based on backup memorandum. The applicant is proposing to build a Circle K on approximately 2 acres of land located on the east side of 441 north of SW 12th Street. The property is a combination to two formerly individually owned lots located at 1198 and 1190 S. State Road 7, which were the Dandy Wheels and Miami Subs soon to be demolished. Ms. Reed-Holguin showed a PowerPoint presentation rendering of the site. A copy of this presentation is available in the City Clerk’s office. Water and sewer accommodations will be provided by the City as part of the franchise utility agreement with the North Lauderdale Water Control District and will be required to be brought up to current code and necessary standards for the use as well as tenant requirements. Margate previously provided the services, but has entered into an agreement with the City to relinquish the service. FDOT is requesting the creation of a right turn lane into the property off State Road 7 which is another improvement to access the site. The applicant has included several features to enhance the store in an effort to build a project consistent with the City’s plan for the State Road 7 Overlay District, including landscaping, colored awnings and a similar color pallet to surrounding development. On September 8th the Development Review Committee met and after considerable review and discussion by the committee, staff recommended approval of the site plan to the Planning and Zoning Board. On December 1st, the item was presented to the Planning and Zoning Board. Mr. Larry Sazant, the owner of North Lauderdale Fuels, located at 1200 S. State Road 7, spoke against the application, however his concerns were answered by the Applicant to the satisfaction of the Board members. The Planning and Zoning Board voted 6-0 to approve the item for recommendation to the City Commission with no additional conditions other than the original thirteen (13) conditions listed in staff memorandum. Bill Pfeffer from Bowman Consulting, located at 401 E. Las Olas Blvd., representing the applicant, also presented a PowerPoint presentation, which is available in the
City Clerk’s office. The presentation included a 3-d rendering and walk-through of the prototypical building they propose to roll out with this project. He stated that staff did a good job with the presentation, but he would be happy to answer any questions. Commissioner Wood asked if North Lauderdale Fuels is a gas station and staff answered that it is a Citgo. Public discussion opened. No one spoke. Mr. Pfeffer representing the applicant was legally bound to accept the conditions recommended by staff and did voluntarily agree to comply with them. Commissioner Moyle moved to approve the preliminary site plan subject to the thirteen (13) conditions outlined in staff memorandum. Seconded by Commissioner Wood. No Commission discussion. MOTION PASSED UNANIMOUSLY BY VOICE VOTE. Ms. Reed-Holguin commented that this was a preliminary reading and the final reading will be presented on February 9th.

7. ORDINANCES SECOND READING

   a. Ordinance - Second Reading - Amendment to Chapter 106 “Zoning” Sections 106-158 Pertaining to SEU Application Process, Section 106-467 Regarding Community Facility (CF) Uses and Section 106-468 Master Business List to Include the Process

Attorney read:

AN ORDINANCE OF THE CITY OF NORTH LAUDERDALE, FLORIDA, AMENDING CHAPTER 106 OF THE CITY’S CODE OF ORDINANCES, ENTITLED “ZONING”; SPECIFICALLY AMENDING ARTICLE IV “SPECIAL EXCEPTION USES”, SECTION 106-158 TO PROVIDE FOR REVISIONS TO THE APPLICATION PROCESS FOR SPECIAL EXCEPTION USES; AMENDING ARTICLE XV “BUSINESS DISTRICTS”, DIVISION 2, “MASTER BUSINESS LIST”, SECTION 106-467, “SUPPLEMENTAL REGULATIONS” SUBSECTION 106-467(19), TO PROVIDE FOR ADDITIONAL SUPPLEMENTAL REGULATIONS GOVERNING NON-COMMERCIAL BUSINESS USES IN BUSINESS ZONING DISTRICTS TO LIMIT THE NUMBER OF NON-COMMERCIAL USES LOCATED WITHIN ANY ONE BUSINESS SHOPPING PLAZA; AMENDING ARTICLE XV, “BUSINESS DISTRICT”, DIVISION 2, “MASTER BUSINESS LIST”, SECTION 106-467 “SUPPLEMENTAL REGULATIONS” BY ENACTING A NEW SUBSECTION 106-467(22), TO PROVIDE FOR ADDITIONAL REGULATIONS RELATED TO THE PROCESSING OF APPLICATIONS FOR SCHOOLS SEEKING SPECIAL EXCEPTION USE APPROVAL; AMENDING ARTICLE XV “BUSINESS DISTRICT”, DIVISION 2, “MASTER BUSINESS LIST”, SECTION 106-468, “MASTER BUSINESS LIST”, TO PROVIDE FOR THE INCLUSION OF THE PROCESS FOR CONSIDERATION OF SCHOOLS AS SPECIAL EXCEPTION USES IN BUSINESS ZONING DISTRICTS; PROVIDING FOR FINDINGS AND INTENT; PROVIDING FOR DEFINITIONS; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.
Tammy Reed-Holguin, Community Development Director, indicated that this proposed ordinance was presented at the December 15th Commission meeting and approved on first reading. Ms. Reed-Holguin gave a brief history of the item, based on the backup memorandum, of the moratorium relating to the issuance of any new license or permits for CF uses within commercial zoning districts. On December 15th the moratorium was subsequently extended by Ordinance until December 30, 2015 to give staff additional time for research. During that time, Staff researched current City Code; Code compliance issues; field observations of parking and safety situations and research of Codes within other municipalities. Visits were also made to all 24 shopping plazas in the City to conduct a survey regarding non-commercial uses in commercial districts; surveys were mailed to commercial properties owners and managers. The findings were presented to the City Commission and the consensus was to prepare an Ordinance for consideration based on the findings and to implement procedural changes. Five (5) proposed amendments are listed in the backup memorandum. The Planning and Zoning Board considered the proposed amendments at their December 1st meeting and the City Commission approved the proposed Ordinance on first reading on December 15, 2015. Tonight it is presented for second reading and adoption. Public hearing opened. No one spoke. Commissioner Graziose moved to adopt. Seconded by Vice Mayor Hilton. No Commission discussion. All in favor by voice vote.

ORDINANCE NO. 16-01-1323 PASSED UNANIMOUSLY ON SECOND READING

b. Ordinance - Second Reading - Amendment to Chapter 106 “Zoning, Article V “General Supplementary Regulation” Section 106-206 (c) entitled “Placement of Charitable Clothing Donation Bins”

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

AN ORDINANCE OF THE CITY OF NORTH LAUDERDALE, FLORIDA, AMENDING CHAPTER 106 OF THE CITY’S CODE OF ORDINANCES, ENTITLED “ZONING”; SPECIFICALLY AMENDING ARTICLE V, ENTITLED “GENERAL SUPPLEMENTARY REGULATION” BY AMENDING SECTION 106-206 (C) ENTITLED “DONATION BINS”; and SECTION 106-206 (F) (4) “PLACEMENT OF CHARITABLE DONATION BINS PROVIDING FOR FINDINGS AND INTENT; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

Tammy Reed-Holguin, Community Development Director, presented the item, based on backup memorandum, for second reading and adoption. It will amend the Code to specifically address the location of charitable donation bins inside buildings unrelated to the business. It was approved on first reading on December 15 and will make the Ordinance consistent with the regulations pertaining to charitable donation bins outside of businesses. Public hearing opened. No one spoke. Commissioner Wood moved to adopt. Seconded by Vice Mayor Hilton. No Commission discussion. All in favor by voice vote.

ORDINANCE NO. 16-01-1324 PASSED UNANIMOUSLY ON SECOND READING
8. **CONSENT AGENDA**

No items were pulled from consent. Commissioner Moyle moved to read. Seconded by Commissioner Wood.
Attorney read:

a. **RESOLUTION – SWAV 15-04 - Sign Waiver request for Circle K**

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF NORTH LAUDERDALE, FLORIDA, APPROVING A SIGN WAIVER REQUEST FOR ONE FREESTANDING SIGN FOR CIRCLE K TO BE LOCATED AT 1198 NORTH STATE ROAD 7, NORTH LAUDERDALE, FLORIDA, THEREBY PERMITTING THE INSTALLATION AND MAINTENANCE OF A FREESTANDING SIGN THAT DISPLAYS 30 INCH DIGITAL SIGN LETTERS, NUMBERS AND SYMBOLS WHEREAS A MAXIMUM OF 16 INCH HIGH LETTERS ARE ALLOWED BY SECTION 94-16 (B) (1) (d) WITHIN A COMMUNITY BUSINESS (B-3) ZONING DISTRICT.

RESOLUTION NO. 16-01-6253

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

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 $89,340 TO PROVIDE FUNDING FOR THE PURCHASE OF VEHICLE EXTRICATION EQUIPMENT; PROVIDING FOR FINDINGS AND CONCLUSIONS WITH REGARD TO THE BENEFITS TO BE DERIVED BY ACCEPTING SUCH GRANT FUNDS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

RESOLUTION NO. 16-01-6254

Commissioner Moyle moved to approve the consent agenda as read. Seconded by Commissioner Wood. CONSENT AGENDA APPROVED UNANIMOUSLY.

9. **OTHER BUSINESS**

a. **RESOLUTION – Supporting Creation of Coconut Creek High School Magnet Program**

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

Commissioner Graziose commented that School Board Member Nora Rupert wanted to be here to extend thanks for the Commission’s support with this item but was unable to make it. He also commented that Coconut Creek Mayor Becky Tooley also sent thanks for the support. Commissioner Graziose stated that over the last couple of years we have shown an interest in helping improve Coconut Creek High School as we have a vested interest to help our students. Commissioner Moyle moved to approve the consent agenda as read. Seconded by Commissioner Wood. All in favor by voice vote.

RESOLUTION NO. 16-01-6255 PASSED AND APPROVED UNANIMOUSLY

b. RESOLUTION - Contract with Broward County Property Appraiser and Broward County for the Water & Sewer Assessment Program

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, AUTHORIZING THE CITY MANAGER, OR HER DESIGNEE TO ENTER INTO AGREEMENTS WITH BROWARD COUNTY PROPERTY APPRAISER AND BROWARD COUNTY FOR IMPLEMENTATION AND COLLECTION OF A WATER AND SEWER ASSESSMENT; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Susan Nabors, Finance Director, presented the item based on backup memorandum. She indicated that on December 15th the Commission approved a Resolution for the City’s intent to assess a new water and sewer assessment. Along with that, the next step is to enter into contracts with Broward County Property Appraiser and Broward County for implementation and collection. The Property Appraiser charges $.50 per parcel to put it on the tax roll which is consistent with other assessments. There is no charge for the revenue collection. Commissioner Graziose moved to adopt. Seconded by Commissioner Wood. All in favor by voice vote.

RESOLUTION NO. 16-01-6256 PASSED AND APPROVED UNANIMOUSLY
c. SUBJECT - Solar Lighting – Hampton Pines Park and Champions Hall

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

   i. RESOLUTION – Authorizing Purchase of Solar Lights at Hampton Pines Park

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF NORTH LAUDERDALE, FLORIDA, AUTHORIZING THE CITY MANAGER OR HER DESIGNEE TO ISSUE A PURCHASE ORDER IN AN AMOUNT NOT TO EXCEED $42,090.00 OUT OF THE PARKS AND RECREATION CAPITAL FUND 3117071-563100 FOR SOLAR LIGHTS AT HAMPTON PINES PARK; PROVIDING FOR FUNDING; AND PROVIDING AN EFFECTIVE DATE.

Mike Sargis, Parks and Recreation Director, presented the item based on backup memorandum. This is a continuation of the Hampton Pines Park renovation project. A Land and Water Conservation Grant was received from the Federal Government and there was seven components to the project; one of which was lighting for the parking lot and trail lighting. New lights are needed to make the parking lot brighter and the trails safer. Mr. Sargis said they wanted to go green rather than run wiring around the park as Hampton Pines Park is the crown jewel of the park system and should be more environmentally friendly. He commented that solar lights are not manufactured in this country. A company out of British Columbia manufactures both pole lights and ballard lights. Staff has worked through all the processes and submitted plans for inspection and obtained approval. Upon Commission’s consideration and approval, they will move forward with a purchase order for the installation of new lighting. Commissioner Moyle moved to adopt. Seconded by Vice Mayor Hilton. All in favor by voice vote.

RESOLUTION NO. 16-01-6257 PASSED AND APPROVED UNANIMOUSLY

   ii. RESOLUTION – Authorizing Purchase of Solar Lights at Champions Hall

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

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF NORTH LAUDERDALE, FLORIDA, AUTHORIZING THE CITY MANAGER OR HER DESIGNEE TO ISSUE A PURCHASE ORDER IN AN AMOUNT NOT TO EXCEED $11,100.00 OUT OF THE PARKS AND RECREATION DEPARTMENT FUND 0017071-546300 FOR SOLAR LIGHTS AT CHAMPIONS HALL; PROVIDING FOR FUNDING; AND PROVIDING AN EFFECTIVE DATE.
Mike Sargs, Parks and Recreation Director, commented that the parking lot at Champions Hall is very dark and they would like to purchase four of the solar lights to lighten it up for safety purposes. **Commissioner Moyle moved to approve. Seconded by Commissioner Wood. All in favor by voice vote.**

**RESOLUTION NO. 16-01-6258 PASSED AND APPROVED UNANIMOUSLY**

10. **REPORTS**

   a. **Update on MPO Grant**

   City Manager Bhatty commented that at the Commission’s direction, an application was submitted for an MPO grant for a linear park at the end of 81st Ave. and Southgate Blvd. As a part of the application process, a letter of support was needed from the Homeowner’s Associations adjacent to the park. Ms. Bhatty indicated that a meeting was held, which was attended by Commissioner Moyle since he initiated this idea and the property is in his district, and the meeting went well. Some concerns were addressed regarding the Associations wanting a wall. They were advised that the funding would not cover it and it was not in the scope of work and would not be included in the grant application, as the cost would amount to about a half a million dollars. At the end of the meeting, Ms. Bhatty reported that they were able to agree to certain proposed amenities. Tammy Reed-Holguin commented that this is a joint project with Public Works, Parks and Recreation and Community Development in putting the application together. The majority is complete and is due January 15th. Ms. Reed-Holguin gave a PowerPoint presentation overview showing the conceptual rendering of what is being proposed. A copy is available in the City Clerk’s office. George Krawczyk, Assistant Public Works Director, also reported on some things proposed such as the fencing and working with the County on the grant for the mast arm for traffic signals. Ms. Bhatty commented on the concerns for safety and a request for a wall structure. She said staff is looking into whether it is within the funding limitations. She also spoke about concerns with the width of the jogging paths and the placement of the basketball area and a request for a dog park. They were told that a dog park could not be accommodated. Commissioner Graziose commented that the County Commissioner passed this on January 5th.

11. **COMMISSION COMMENTS**

   Commissioner Moyle mentioned that the speed humps throughout the City are faded and may need to be more clearly striped.

12. **CITY MANAGER COMMENTS**

   a. **Upcoming Events**
   
   - Martin Luther King Jr. Day Ceremony – Friday, January 15 – 6:45 p.m. – Front Lawn of City Hall
City Manager commented that they are excited that Congressman Hastings will be a speaker at the MLK event. She also commented that Broward Days will be February 17<sup>th</sup> and 18<sup>th</sup> if anyone is interested in going. Historically she said we do not attend at that time.

13. **CITY ATTORNEY COMMENTS**

Attorney Goren reminded that at the end of this meeting, the Commission will convene to the meeting of the North Lauderdale Recreation Foundation which is also a public meeting. He also reminded the Commission of the January 29<sup>th</sup> Ethics Training that will be conducted by his law firm in Tamarac from 2:00-4:00. Mr. Goren also commented on the need for the City to re-district this year and reported that Mike Stamm, FAU, has begun the work and will be within the scope of the authority that the City Manager has to sign off on. This will be brought back at a later time for resolution and possible discussion and direction regarding a charter review to consider changing re-districting to every 10 years.

14. **ADJOURNMENT** – There being no further business, the meeting adjourned at 7:39 p.m. and convened to the North Lauderdale Recreation Foundation meeting.

Respectfully submitted,

Patricia Vancheri, City Clerk
Proclamation

2016 American Heart Month and National Wear Red Day

WHEREAS, February 2016 is American Heart Month; and February 5, 2016 is National Wear Red Day; and

WHEREAS, while progress has been significant in reducing deaths from heart disease, it is still the No. 1 killer of both women and men and about 2,200 in the U.S. die from cardiovascular diseases each day, accounting for about one death every 40 seconds; and

WHEREAS, an estimated 44 million women in the U.S. are affected by cardiovascular diseases and ninety percent of women have one or more risk factors for developing heart disease, yet only one in five American women believe that heart disease is her greatest health threat; and

WHEREAS, women comprise only 24 percent of participants in all heart-related studies; and women are less likely to call 911 for themselves when experiencing symptoms of a heart attack than they are if someone else were having a heart attack;

WHEREAS, Go Red For Women encourages women to take charge of their health and schedule a Well-Woman visit to learn about health status and risk for diseases; and is asking all Americans to Go Red by wearing red and speaking red:

- **Get Your Numbers:** Ask your doctor to check your blood pressure, cholesterol and glucose.
- **Own Your Lifestyle:** Stop smoking, lose weight, be physically active and eat healthy.
- **Raise Your Voice:** Advocate for more women-related research and education.
- **Educate Your Family:** Make healthy food choices for you and your family. Teach your kids the importance of staying active.
- **Donate:** Show your support with a donation of time or money.

WHEREAS, the American Heart Association’s 2020 Impact Goal seeks to improve the cardiovascular health of all Americans by 20 percent while reducing deaths from cardiovascular diseases and stroke by 20 percent through research, population- and community-level interventions, public health and policy measures; and encourages everyday healthy living steps.

WHEREAS, the American Heart Association encourages citizens to help save lives by calling 9-1-1 if symptoms occur, become trained in CPR, and promote comprehensive automated external defibrillator programs in their communities.

NOW, THEREFORE, the Mayor and Commission of the City of North Lauderdale, do hereby proclaim the City's support of National Wear Red Day on February 5, 2016 and the month of February 2016 as American Heart Month in the City of North Lauderdale.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of North Lauderdale to be affixed this 26th day of January, 2016

__________________________
MAYOR JACK BRADY
CITY OF NORTH LAUDERDALE
COMMUNITY DEVELOPMENT DEPARTMENT

TO: Mayor and City Commission

FROM: Ambreen Bhatty, City Manager

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

DATE: January 26, 2016

SUBJECT: Site Plan - SPR 15-06
BURGER KING/ MATTRESS FIRM
McNab Road and Avon Lane, Outparcel #5 (New Walmart Plaza)

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

APPLICANT: ERIK WILCZEK

Burger King and MattressFirm are proposing to build a combined storefront on approximately 1.2 acres of land located on the south side of McNab Road, west of Avon Lane. The subject property is an outparcel on the newly developed WalMart site. The specific extent of the anticipated use is explained in Attachment A, and made a part of this report.

In an effort to build a project consistent with the City’s plan for the McNab Road Commercial Redevelopment Overlay District; the applicant has included several features to enhance the proposed stores that would complement the existing WalMart. The project will include additional islands to provide more landscape features, colored awnings, an arched façade and a color pallet similar to the new WalMart.

The proposed building will be split for a Mattress Firm showroom and a Burger King restaurant. The bays will be utilized with 2,402 square feet allocated to the Burger King restaurant and 3,982 Square Feet to MattressFirm. There is no outdoor seating on the Burger King site and MattressFirm has stated that there will be no storage of inventory on-site and that this location will be a showroom store only.

The specific extent of the anticipated use is explained in Attachment A, and made a part of this report.

The Development Review Committee met on December 3rd, 2015 and after considerable review and discussion by the committee, staff recommended approval of the preliminary and final site plan to the Planning and Zoning Board.
The Planning and Zoning Board met on January 5th, 2015 and unanimously recommended approval of the proposed site plan to the City Commission.

Recently, staff received sign waiver requests for both businesses that will be presented to the Planning and Zoning Board at their February 2 meeting and, unless tabled, will be forwarded for Commission consideration with the final site plan item tentatively scheduled for February 23.

**Recommendation:**
If the City Commission concurs with this recommendation from staff and the Planning and Zoning Board, a motion is in order for approval of the preliminary site plan subject to the following conditions:

1. The applicant shall comply with applicable City Codes and Florida Building Codes.
2. All terms, conditions and provisions imposed by the Planning and Zoning Board, City Commission, DRC and Staff including all life, health and safety Codes pertaining to this development shall be met prior to the issuance of building permits.
3. The DRC, Planning and Zoning Board and City Commission reserve the right to impose any additional requirements deemed necessary during subsequent approval reviews.
4. Copies of all applicable permits and approvals by other regulatory agencies shall be provided to the City prior to issuance of building permits.
5. All conditions required by Code and/or set forth by the City engineer shall be met.
6. 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 areas.
7. Photometric Plan approval by staff is required.
8. The applicant shall comply with all provisions contained in Chapter 102 “Vegetation” of the City Code and shall submit detailed landscaping plans for landscaping permit.
9. Prior to the issuance of building permits, the applicant shall provide a written verification that all County impact fees associated with this project have been paid.
10. Prior to the issuance of the Certificate of Occupancy by the City Building Department, the applicant shall pay all applicable assessment and impact fees to the City.
11. Staff will continue to work with the applicant to make sure the color palette is consistent with the existing look of the plaza prior to final site plan approval.
12. If necessary, proper easements will be dedicated to the City of North Lauderdale.
SITE PLAN

LOT 2 RETAIL

W. McNAB ROAD

LAND USE:
- Commercial Business District

EASEMENTS:
- Public

LOT SIZE:
- 0.56 acres

BUILDING OUTFORCE:
- South

BUILDING TYPE:
- Retail

BUILDING SIZE:
- 3,000 SF

SITE IMPROVEMENTS:
- Paved parking lot

SITE CONDITIONS:
- Flat

SITE APPEARANCE:
- Clean and well-maintained

SITE UTILITIES:
- Plumbing

SITE SAFETY:
- Emergency exits

SITE SECURITY:
- Surveillance cameras

SITE MAINTENANCE:
- Regular cleaning

SITE ACCESS:
- Public street

SITE CONSTRUCTION:
- New building

SITE PLANTING:
- Trees

SITE LIGHTING:
- Outdoor lighting

SITE SOUND:
- Quiet

SITE WATER:
- Septic system

SITE POWER:
- Electric

SITE TELEPHONE:
- Available

SITE ELECTRICAL:
- Outlets

SITE MECHANICAL:
- HVAC system

SITE SANITARY:
- Bathroom facilities

SITE EXTERIOR:
- Roofing

SITE INTERIOR:
- Lighting fixtures

SITE SECURITY:
- Surveillance system

SITE SAFETY:
- Emergency exits

SITE FINANCIAL:
- Budget

SITE LEGAL:
- Zoning

SITE ENVIRONMENTAL:
- Noise pollution

SITE ECOSYSTEM:
- Trees

SITE HUMAN:
- Comfortable

SITE ANIMAL:
- Safe

SITE指纹:
- None

SITE DESCRIPTION:
- New retail building

SITE DESIGN:
- Modern

SITE CONSTRUCTION:
- New structure

SITE MILE:
- 0.5 miles

SITE LATITUDE:
- 40.76

SITE LONGITUDE:
- 116.34

SITE COORDINATE:
- X: 1,234, Y: 567

SITE DIMENSIONS:
- 300' x 400'

SITE SCALE:
- 1:200

SITE DRAWING:
- Site plan

SITE APPROVAL:
- City Planning Department

SITE DRAWING NUMBER:
- C-192

SITE COPYRIGHT:
- Keen Engineering Inc.
December 18, 2015

City of North Lauderdale
Community Development Department
444 SW 2nd Ave., 8th Floor
Miami, FL 33130

RE: Outparcel No. 2

Dear Sir/Madam,

I am writing this letter on behalf of Preferred Developers, LLC regarding the outparcel #2 project at the Walmart on McNab Road. Please accept this letter as a request to review our plans for site plan approval.

The proposed project includes the development of a single story, two tenant retail building with a square footage of 6,400. The development includes parking, landscaping, drive aisles, a drive through lane, dumpster enclosure, and utility connections.

The restaurant will be open 7 days a week, 365 days (we will open Christmas Day if there is a demand). The hours of operation for the restaurant will be:
- Mon-Thru 6am-12am
- Fri - Sat 6am-2am
- Sun 7am-12am

Both tenants will employ approximately 35-40 total employees.

Thank you for your consideration and please contact me if you have any questions or need additional information.

Erik Wilczek, P.E. (FL)
Project Manager
Keen Engineering Inc.
As you are aware, the City completed the first phase of the sanitary sewer lining project along Kimberly Boulevard and the west side of the lift station #9 basin in 2015. As a result of these improvements, staff saw a decrease in the run times for station #9 and the overall transmission of the sewage to the county. The total cost to implement this phase of the project was $750,000. The project was awarded to Lane Inliner LLC by piggy backing off the City of Titusville contract #CN12B-003, which is now expired.

The Commission approved the allocation of $1,000,000 in Fiscal Year 2016 Budget to implement the next phase of the sewer lining project in an effort to continue lowering the run times and transmission of the sewage to the county. Based upon staff’s review, it has been determined that the next phase should include the east side of the lift station #9 basin and other priority areas to be determined later.

Since the City of Titusville contract has been expired, the staff is recommending to piggy back of the current City of Plantation contract. Recently, the City of Plantation placed a public bid ITB No. 041-14 for similar scope of work and project size. As a result of this RFP, the City of Plantation awarded the contract to Lane Inliner LLC., who was the lowest responsive bidder.

As the City had a good experience working with Lane Inliner during the first phase of the lining project, the City staff is recommending to piggy back of the Planation contract and award the contract to Layne Inliner in an amount not to exceed $900,000.00 to continue the sanitary sewer rehabilitation project. This vendor is local and did a great job with the first phase by completing the project on time and within our budget.

**RECOMMENDATION:**

The City Administration recommends that the City Commission approves the attached Resolution authorizing the City Manager or designee to award Layne Inliner LLC for an amount not to exceed $900,000.00 contract using the City of Plantation bid ITB 041-14 for the continuation of the sanitary sewer rehabilitation project.
RESOLUTION NO. _________________

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF NORTH LAUDERDALE, FLORIDA, AUTHORIZING THE CITY MANAGER OR HER DESIGNEE TO AWARD LAYNE INLINER LLC FOR AN AMOUNT NOT TO EXCEED $900,000.00 CONTRACT, USING THE CITY OF PLANTATION BID ITB 041-14 FOR THE CONTINUATION OF THE SANITARY SEWER REHABILITATION PROJECT; AND PROVIDING AN EFFECTIVE DATE.

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

Section 1: That the City Commission of the City of North Lauderdale, Florida authorizes the City Manager or her designee to allow purchase orders to Layne Inliner.

Section 2: That the funding for this project, in an amount not to exceed $900,000, has been appropriated in fiscal year 2016 - account number 4013939-546590.

Section 3: That the City will piggy-back off the City of Plantation Bid ITB No. 041-14 for pricing and scope of work.

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

PASSED and ADOPTED by the City Commission of the City of North Lauderdale, Florida, this 26th day of January, 2016.

APPROVED AS TO LEGAL FORM:

____________________________
CITY ATTORNEY SAMUEL S. GOREN

____________________________
MAYOR JACK BRADY

____________________________
VICE MAYOR DAVID G. HILTON

ATTEST:

____________________________
PATRICIA VANCHERI, CITY CLERK
SUBMITTED TO: City of North Lauderdale
701 SW 71st Avenue
North Lauderdale, FL 33068
Attn: George Krawczyk

PROJECT: LS 9 - East side

We propose hereby to furnish material and labor - complete in accordance with specifications below, for the sum of

Four Hundred Seventy Eight Thousand Two Hundred Twenty Dollars and no cents ($478,220.00)

Payment terms - 100% within thirty (30) days upon completion and acceptance.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from specifications below involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman’s Compensation Insurance. Note: This proposal may be withdrawn by us if not accepted within thirty (30) days.

We hereby submit specifications and estimates as follows:
Layne Inliner, LLC shall supply all equipment, materials and labor to perform the work as follows:

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>QTY</th>
<th>UNIT</th>
<th>PRICE</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>Item 90 - Mobilization</td>
<td>1</td>
<td>LS</td>
<td>$6,100.00</td>
<td>$6,100.00</td>
</tr>
<tr>
<td>Item S-16.1 - Pre TV/Clean 8-inch sanitary sewer lines</td>
<td>13,274</td>
<td>LF</td>
<td>$1.50</td>
<td>$19,911.00</td>
</tr>
<tr>
<td>Item G-2.1 - Traffic Control</td>
<td>10</td>
<td>DY</td>
<td>$60.00</td>
<td>$600.00</td>
</tr>
<tr>
<td>Item S-11.1 - Furnish/Install 8” CIPP Liner 6 mm</td>
<td>13,274</td>
<td>LF</td>
<td>$28.50</td>
<td>$378,309.00</td>
</tr>
<tr>
<td>Item S-22 - Service Reconnection</td>
<td>211</td>
<td>EA</td>
<td>$300.00</td>
<td>$63,300.00</td>
</tr>
<tr>
<td>Item M-13.1 - Allowance Contract Amendment - Insalins seals - 98 each</td>
<td>1</td>
<td>LS</td>
<td>$10,000.00</td>
<td>$10,000.00</td>
</tr>
</tbody>
</table>

TOTAL $478,220.00

NOTES:
1. City of North Lauderdale to provide a hydrant meter for water to be used for pipeline cleaning and liner processing.

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

Signature

William Rivera, Project Manager

Date of Acceptance ___________ Authorized Signature ___________
The Parks and Recreation Department recently purchased one Duplicator paid by the Recreation Foundation. With the addition of this new equipment, the following items need to be surplused and be disposed of pursuant to Section 2-36 of the City Code of Ordinances.

<table>
<thead>
<tr>
<th>Year Purchased</th>
<th>Make/Model</th>
<th>Type of Equipment</th>
<th>Serial Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>2013</td>
<td>Ricoh</td>
<td>Duplicator</td>
<td>N1090900075</td>
</tr>
<tr>
<td>2009</td>
<td>Toshiba</td>
<td>Duplicator</td>
<td>52252</td>
</tr>
</tbody>
</table>

The items listed above have exceeded their lifespan and are in need of extensive repairs. The replacement cost of each Duplicator is approximately $3,500.00 whereas the cost to repair each machine will exceed this amount. Additionally, each duplicator has been used to produce in excess of 3,000,000 copies.

Upon City Commission’s approval to surplus these items tonight, they will be turned over to the Public Works/Utilities Department for disposal using the most appropriate method.

**RECOMMENDATION:**

The City Administration recommends Commission’s consideration of the attached resolution authorizing the surplus of the equipment outlined in the memo above from the Parks and Recreation Department inventory.
RESOLUTION NO.______________

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF NORTH LAUDERDALE, FLORIDA, AUTHORIZING THAT MISCELLANIOUS EQUIPMENT OUTLINED BELOW BE DECLARED SURPLUS IN ACCORDANCE WITH SECTION 2-36 OF THE CITY’S CODE OF ORDINANCES FROM THE PARKS AND RECREATION DEPARTMENT INVENTORY; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of North Lauderdale, Florida, desires to declare certain property as surplus to the needs of the City as recommended by the City Manager due to the condition of said property.

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

Section 1: Authorize the surplus of all equipment in the outline below:

<table>
<thead>
<tr>
<th>Year Purchased</th>
<th>Make/Model</th>
<th>Type of Equipment</th>
<th>Serial Number</th>
</tr>
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<tr>
<td>2013</td>
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<tr>
<td>2009</td>
<td>Toshiba</td>
<td>Duplicator</td>
<td>52252</td>
</tr>
</tbody>
</table>

Section 2: That this Resolution shall take effect immediately upon adoption.

PASSED and ADOPTED by the City Commission of the City of North Lauderdale, Florida, this 26th day of January, 2016.

APPROVED AS TO FORM:

__________________________________________
SAMUEL S. GOREN, CITY ATTORNEY

__________________________________________
MAYOR JACK BRADY

__________________________________________
VICE MAYOR DAVID G. HILTON

ATTEST:

__________________________________________
CITY CLERK, PATRICIA VANCHERI
TO: Mayor and City Commission

FROM: Ambreen Bhatti, City Manager

DATE: January 26, 2016

SUBJECT: Lobbying Services Contract – Ericks Consultants, Inc.

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

The current agreement expired on December 31, 2015. Keeping in mind that the City Commission desires to submit the Law Enforcement Assessment bill to the Florida Legislation again this year, the City Manager negotiated the renewal of the agreement for one more year. Please be advised there is no change in the terms of agreement, including compensation from previous year. During this coming year, Ericks Consulting will continue to assist the staff and elected officials with major issues during the 2016 legislative session.

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

RECOMMENDATION:

The City Administration recommends Commission’s consideration and approval of the attached resolution authorizing the City Manager to renew a lobbying services agreement by and between the City of North Lauderdale and Ericks Consultants, Inc. pursuant to the Section 6 of the current agreement retroactive from January 1, 2016 to December 31, 2016.
RESOLUTION NO. ________________

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF NORTH LAUDERDALE, FLORIDA, AUTHORIZING THE CITY MANAGER, TO RENEW THE ATTACHED LOBBYING SERVICES AGREEMENT BY AND BETWEEN THE CITY OF NORTH LAUDERDALE AND ERICKS CONSULTANTS, INC., FOR ANOTHER YEAR RETROACTIVE FROM JANUARY 1, 2016 TO DECEMBER 31, 2016; AUTHORIZING THE CITY MANAGER TO DO ALL THINGS NECESSARY TO CARRY OUT THE AIMS OF THIS RESOLUTION, AND, PROVIDING FOR AN EFFECTIVE DATE.

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

SECTION 1. The City Manager of the City of North Lauderdale, Florida, be and the same is hereby authorized, on behalf of the City of North Lauderdale to renew the Lobbying Services Agreement attached hereto and incorporated hereby by reference, pursuant to which agreement the City retain the services of ERICKS CONSULTANTS, INC. to provide Lobbying Services for the City of North Lauderdale retroactive from January 1, 2016 through December 31, 2016.

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

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

PASSED AND ADOPTED BY THE CITY COMMISSION OF THE CITY OF NORTH LAUDERDALE, FLORIDA; THIS 26th DAY OF JANUARY, 2016.

APPROVED AS TO LEGAL FORM
BY CITY ATTORNEY:

____________________________
SAMUEL S. GOREN, ESQUIRE

____________________________
MAYOR JACK BRADY

____________________________
VICE MAYOR DAVID G. HILTON

ATTEST:

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

THIS AGREEMENT made and entered into this ____ day of __________, 2016, by and between:

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

And

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

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

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

Section 2. SCOPE OF SERVICES:

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

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

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

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

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

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

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

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

Section 3. RESPONSIBILITIES OF CITY:

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

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

Section 4. CONSULTANT RESPONSIBILITIES:

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

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

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

Section 5. INDEPENDENT CONTRACTOR STATUS:

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

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

Section 6. TERM OF AGREEMENT:

6.01 The term of this Agreement shall commence on January 1, 2016 and continue up through and including December 31, 2016, unless terminated earlier pursuant to Section 11 of this Agreement. This Agreement may be renewed by CITY for one (1) additional one (1) year term subject to satisfactory performance by CONSULTANT; upon the determination by CITY that renewal is in the best interest of CITY and approval by City Commission. Such renewal shall be evidenced through the execution of a written amendment to this Agreement executed by both parties.

Section 7. COMPENSATION:

7.01 CONSULTANT shall be paid as follows:

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

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

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

Section 8. WARRANTIES:

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

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

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

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

Section 9. INDEMNIFICATION:

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

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

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

Section 10. DEFAULT:

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

Section 11. TERMINATION:

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

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

Section 12. PERMITS, FEES AND LICENSES:

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

Section 13. TAXES:

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

Section 14. AUDIT RIGHTS:

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

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

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

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

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

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

Section 16 ASSIGNMENT:

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

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

Section 18. NON-EXCLUSIVITY:

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

Section 19. GOVERNING LAW; VENUE:

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

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

Section 20. ATTORNEY'S FEES AND COSTS:

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

Section 21. ENTIRE AGREEMENT:

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

Section 22. CUMULATIVE REMEDIES:

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

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

Section 24. CONSTRUCTION OF AGREEMENT:

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

Section 25. NOTICES:

Section 26. NOTICES

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

CITY:

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

COPY TO:

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

CONSULTANT:

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

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

PATRICIA VANCHERI, CMC, CITY CLERK

OFFICE OF THE CITY ATTORNEY

CITY OF NORTH LAUDERDALE, FLORIDA

AMBREEN BHATTI, CITY MANAGER

CONTRACTOR
ERICKS CONSULTANTS, INC.

WITNESSED

Print Name: LAUREN JACKSON

BRYAN CHERRY

Print Name: BRYAN CHERRY

STATE OF FLORIDA
COUNTY OF

Sworn to (or affirmed) and subscribed before me this 20th day of JANUARY, 2016, by DAVID L. ERICKS in his/her capacity as PRESIDENT of ERICKS CONSULTANTS, INC., a Florida corporation, on behalf of the corporation.

Signature of Notary Public

Personally Known OR
Produced Identification
Type of Identification Produced