CITY OF NORTH LAUDERDALE
COMMISSION MEETING
TUESDAY, FEBRUARY 27, 2018
REGULAR MEETING – 6:00 p.m.

AGENDA

1. INVOCATION AND PLEDGE OF ALLEGIANCE – Commissioner Graziose

2. ROLL CALL

   Mayor Jack Brady
   Vice Mayor Rich Moyle
   Commissioner Jerry Graziose
   Commissioner Lorenzo Wood
   Commissioner Samson Borgelin
   City Manager Ambreen Bhattty
   City Attorney Samuel S. Goren
   City Clerk Patricia Vancheri

3. APPROVAL OF MINUTES
   a. [February 13, 2018]

4. PRESENTATIONS
   a. Firefighter of the Year Award to Lt. Christopher Xiste
   b. Establishing an Explorer Scholarship Fund
   c. Certificates of Appreciation to Walmart for Holiday Toy Giveaway Donations
      i. Dylan Pardis, Manager – Walmart Store – 7900 W. McNab Road
      ii. Kaesha Henry – Walmart Associate
      iii. Artlysha McDuffy – Walmart Associate
   d. Certificates of appreciation for Participation in Martin Luther King, Jr. Ceremony
      i. Levi George Williams, Esq. – Guest Speaker
      ii. Nichelle Williams, Principal of North Lauderdale K and Students
      iii. Stephanie Haynes, Singing Entertainment
5. PROCLAMATIONS
   a. Women’s History Month - March

6. PUBLIC DISCUSSION

7. ORDINANCES SECOND READING
   a. ORDINANCE – Second Reading - To Amend Development Agreement for Walmart
      - Motion, second and vote to read the ordinance
      - Attorney reads title
      - Staff presentation (Tammy Reed-Holguin)
      - Public Hearing opened
      - Public discussion
      - Public Hearing closed
      - Commission motion and second to adopt
      - Commission discussion
      - Commission vote

AN ORDINANCE OF THE CITY OF NORTH LAUDERDALE, FLORIDA, AMENDING THAT CERTAIN DEVELOPMENT AGREEMENT MORE PARTICULARLY DESCRIBED ON ATTACHED EXHIBIT "A," BY AND BETWEEN THE CITY OF NORTH LAUDERDALE, FLORIDA, AND WALMART STORES EAST, LP, AS DEVELOPER, IN ACCORDANCE WITH THE FLORIDA LOCAL GOVERNMENT DEVELOPMENT AGREEMENT ACT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND, PROVIDING AN EFFECTIVE DATE.

8. OTHER BUSINESS
   a. RESOLUTION – Confirming the February 21, 2018 City Manager’s Administrative Order
      - Motion, second and vote to read
      - Attorney reads title
      - Staff presentation (Tammy Reed-Holguin)
      - Commission motion and second to adopt
      - Commission discussion
      - Commission vote
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF NORTH LAUDERDALE, FLORIDA, CONFIRMING THE FEBRUARY 21, 2018 ADMINISTRATIVE ORDER ISSUED BY THE CITY MANAGER RELATING TO REVIEW OF USES INCLUDING AUTOMATED CAR WASHES, AUTO WASH RACKS AND AUTOMOBILE DETAILING OR A COMBINATION OF THESE USES IN ZONING DISTRICTS THROUGHOUT THE CITY; APPROVING AND AUTHORIZING THE CITY ADMINISTRATION TO CONDUCT SUCH REVIEW; PROVIDING FOR A TIME PERIOD FOR THE REVIEW; PROVIDING FOR LIMITATIONS ON ISSUANCE OF LICENSES AND PERMITS DURING THE TIME OF THE REVIEW; PROVIDING FOR LIMITATIONS ON THE PROCESSING OF QUASI-JUDICIAL AND ZONING ITEMS PERTAINING TO THESE USES; PROVIDING THAT THE ADOPTION OF THIS RESOLUTION COMMENCES THE AMENDMENT PROCESS FOR AMENDMENTS TO THE CITY’S CODE OF ORDINANCES RELATING TO THE ABOVE MENTIONED USES WITHIN THE CITY; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

b. **SUBJECT - Amendment to 43rd Year (2017-2018) Purchase Assistance Program 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

**MOTION:** To amend the current 43rd Year Purchase Assistance Program by increasing the maximum amount of purchase assistance to income eligible applicants up to $30,000 based on a sliding scale.

c. **RESOLUTION – 44th Year (2018-2019) Community Development Block Grant Application**

- Motion, second and vote to read
- Attorney reads title
- Staff presentation (Tammy Reed-Holguin/George Krawczyk)
- 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 OF THE CITY OF NORTH LAUDERDALE, FLORIDA, TO APPLY FOR AND TO FILE SUCH DOCUMENTS AS MAY BE REASONABLY REQUIRED FOR
AVAILABLE 44th YEAR (FISCAL YEAR OCTOBER 1, 2018 – SEPTEMBER 30, 2019) COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS IN THE ESTIMATED AMOUNT OF $250,254 FOR THE SILVER LAKES DRAINAGE IMPROVEMENT PROJECT 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.

d. **RESOLUTION – Gravity Sewer Main Lining in Lift Station #4 Basin Area**

- Motion, second and vote to read
- Attorney reads title
- Staff presentation (George Krawczyk)
- 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 TO BEGIN THE LINING OF THE LS #4 GRAVITY MAINS, IN AN AMOUNT NOT TO EXCEED $270,000.00 USING THE CITY OF PLANTATION CONTRACT, ITB 041-14 FOR THE CONTINUATION OF THE SANITARY SEWER REHABILITATION PROGRAM; AND PROVIDING AN EFFECTIVE DATE.

e. **RESOLUTION – Gravity Sewer Main Lining in Lift Station #3 Basin**

- Motion, second and vote to read
- Attorney reads title
- Staff presentation (George Krawczyk)
- 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 HINTERLAND GROUP, INC. TO LINE THE GRAVITY SEWER MAINS IN THE LS#3 BASIN FOR AN AMOUNT NOT TO EXCEED $136,609.00, USING THE CITY OF WEST PALM BEACH CONTRACT, ITB 14-15-119,
FOR THE CONTINUATION OF THE SANITARY SEWER REHABILITATION PROGRAM; AND PROVIDING AN EFFECTIVE DATE.

f. **RESOLUTION – Gravity Sewer Lateral Rehabilitation in Lift Station #9 Basin**

- Motion, second and vote to read
- Attorney reads title
- Staff presentation (George Krawczyk)
- 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 LMK PIPE RENEWAL, LLC TO BEGIN THE SEWER LATERAL LINING IN THE LS #9 BASIN FOR AN AMOUNT NOT TO EXCEED $400,000.00, USING THE CITY OF PLANTATION CONTRACT ITB 042-14 FOR THE CONTINUATION OF THE SANITARY SEWER REHABILITATION PROGRAM; AND PROVIDING AN EFFECTIVE DATE.

g. **RESOLUTION – Replacement of Vacuum Drum Filter Press at the Water Plant**

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

A RESOLUTION OF THE CITY OF NORTH LAUDERDALE, FLORIDA AUTHORIZING THE CITY MANAGER OR DESIGNEE TO ACCEPT THE PROPOSAL FROM REBUILD-IT SERVICES GROUP, FOR THE AMOUNT NOT TO EXCEED $391,566.00 FOR THE REPLACEMENT OF THE EIMCO ROTARY VACUUM DRUM FILTER UNIT AND $5,000 IN CONTINGENCY FUNDS; AND PROVIDING AN EFFECTIVE DATE.

h. **RESOLUTION – Tyler Technology Annual Maintenance/License Payment**

- Motion, second and vote to read
- Attorney reads title
- Staff presentation (Mitch Williams)
- Commission motion and second to adopt
- Commission discussion
- Commission vote
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF NORTH LAUDERDALE, FLORIDA, AUTHORIZING PAYMENT OF THE “MUNIS” MAINTENANCE FEE IN THE AMOUNT NOT TO EXCEED $77,621.00, FOR THE PERIOD OF MARCH 8, 2018 – MARCH 7, 2019 TO TYLER TECHNOLOGIES, INC.; AND PROVIDING AN EFFECTIVE DATE.

9. REPORTS
   a. Parks and Recreation Update (Mike Sargis)
   b. Public Works Update (George Krawczyk)

10. COMMISSION COMMENTS

11. CITY MANAGER COMMENTS
   a. Update on meeting with Walmart regarding pending issues
   b. Redevelopment Management Associates (RMA) Update

12. CITY ATTORNEY COMMENTS

13. ADJOURNMENT
The North Lauderdale City Commission met on Tuesday, February 13, 2018 at the Municipal Complex. The meeting convened at 6:00 p.m.

1. **INVOCATION AND PLEDGE OF ALLEGIANCE**—Commissioner Borgelin gave the invocation and led the pledge.

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

   Mayor Jack Brady *(By teleconference)*  
   Vice Mayor Rich Moyle  
   Commissioner Jerry Graziose  
   Commissioner Lorenzo Wood  
   Commissioner Samson Borgelin  
   City Manager Ambreen Bhatti  
   City Attorney Samuel S. Goren  
   City Clerk Patricia Vancheri

3. **APPROVAL OF MINUTES**


4. **PRESENTATIONS**

   a. **Outstanding Citizen Award for Hurricane Assistance**—Commissioner Borgelin presented a Certificate to Susan Liburd to recognize her assistance in the community during the hurricane event.

   At this point Commissioner Borgelin introduced a group of Elected Officials visiting here from Haiti for a seminar; he welcomed them and said it is an honor to have them present.
b. Morgan Stanley Investment Portfolio Presentation and Report

Susan Nabors, Finance Director, introduced Glenn Scott, from Boulder, Colorado, the Senior Portfolio Manager for Morgan Stanley Investment Group, who gave an update of the City’s investment portfolio with a PowerPoint presentation. Ms. Nabors stated that the investment policy adopted by the City Commission in May of 2015 sets forth the objectives and parameters for the management of the public funds of the City of North Lauderdale. The policy provides that an investment report is to be given at least annually, and Ms. Nabors stated that they like to give a report quarterly. She stated that between cash and investments, the total portfolio as of December 30, 2017 is $102,410,444. Mr. Scott walked through all of the elements required to be reported. A copy of the North Lauderdale Fund Overview PowerPoint presentation is available in the City Clerk’s office. Mr. Scott answered a few questions offered up by the Commission.

5. PUBLIC DISCUSSION – No one spoke

6. QUASI-JUDICIAL ITEMS

a. SUBJECT: Final Site Plan SPR 17-06 Spin Car Wash
   Folio # 494111280023 Avon Lane and McNab Road

   Final Site Plan approval to allow for an automated car wash facility within in a (B-3) General Business Zoning district.

   APPLICANT: Daniel Luna, T Car Wash Operations LLC.

Attorney Goren introduced the item and all parties present to speak on the item were duly sworn. Andrew Disbury, Community Development Planner, presented the item based on backup memorandum indicating that this is the second hearing for this proposed site plan. The City Commission heard and approved the item on January 16, 2018. Mr. Disbury pointed out that with regard to diversity of uses being considered, there are ten facilities within the City’s boundaries; three on McNab Road and seven at other locations. Tonight the item is being presented with additional recommendations added by staff; particularly noted was condition #14 and condition #16 in the backup memorandum. Mr. Disbury indicated that as directed by Commission, Staff did work with the Applicant to reach some decisions relating to some items of issue. Mr. Disbury provided a PowerPoint presentation indicating the elevations of the building and some color renderings of the building. Mr. Jack Brown from GBM Architecture provided some samples which were provided as an exhibit to the Commission for consideration. City Manager Bhatty commented that the Applicant has been working with staff on the colors and she reminded the Commission of the Walmart Development agreement which indicated that any proposed buildings and future developments on the property will be in synch with regard to architectural features and color. She gave an explanation of the particulars as shown in the presentation, which included photos of the building with and without a red banding which staff proposed be added. Public discussion opened. No one spoke. Attorney Dwayne Dickerson,
representing the applicant, addressed the Commission and thanked staff for the several meetings and for working well with the applicant. He stated the only real issue was Item #4 in the staff memorandum with regard to the color palette and the banding. Attorney Dickerson reiterated the changes made with regard to the features and the color palette, indicating they chose the beige that they agreed was most compatible; raised the parapet height of the stone wall on the side of the building and changed the color of the doors, vacuum covers, rain water leaders and overhead garage doors to the dark beige. Also he stated that they believe the current rendering is the most appropriate, but that it is different than their other approximate 8 prototypes and they believe the proposed banding distracts from the elegance of the building. Attorney Dickerson stated they believe they met the intent of Item #4; that the red banding comes down to a difference of opinion and requests that the Commission approve the site plan without the red banding as is consistent with their corporate design and consistency throughout the South Florida area. Mr. Jack Brown, duly sworn, ran through the fly-through PowerPoint and gave a synopsis of the changes that they are happy with, but reiterating that they would like to keep the design without the distraction of the red banding at the top. Attorney Dickerson interjected that this property is zoned as a B3 permitted use and they are not asking for any variances. Commissioner Graziose made comments that the trees on McNab do not hide the site and what you see of the building from McNab Road and the nice items are not to be seen until you actually pull into the shopping center. Commissioner Graziose said he goes along with the red band as there is nothing else to attract you driving by. Also, Commissioner Graziose recognized Ms. Brenda Jacobson, President of Belmont Homeowners Association, in the audience, in regard to Item #16 in staff memorandum and asked if we have received any written agreement and does this affect a vote. Attorney Goren replied that Item #16 is a condition of approval, which means absent an agreement, the site plan is contingent upon that occurring. City Manager reiterated that tonight, the Commission is going to consider approving the final site plan, however, there is one more step to it which is a final site plan order prepared by the City Attorney’s office. The execution of this site plan order will not take place until three entities, which is Walmart or Arena; the car wash and the Belmont, have an agreement and the issue is resolved. City Attorney Goren interjected that the City is not a party to this agreement, but the three entities need to strike a deal in compliance with Item #16 and Attorney Dickerson is working diligently to find a way to conclude this discussion. He said the landscaping is the obligation that was discussed at the last meeting and the City can sign the site plan order once there is an agreement in place. Commissioner Wood commented again on Item #4, and said they wanted to make sure all the buildings in that area blend together and have a cohesive look, whether or not there is a red stripe on the building. He reiterated that he thought they missed the opportunity to make that area a showpiece, and that he hears good things are coming, but regarding Spin Car Wash, there are ten other car washes in the City, and we want to attract more businesses. Commissioner Wood mentioned that he saw a Spin Car Wash in Miami, which sits in a residential area, that had the red, white and blue corporate branding, but whatever goes into that Walmart parcel must meet the standards that have already been set. He said the residents are looking to the Commission to make sure they adhere to what has been put on the books; the Burger King and the Mattress Firm have done their part. Mr. Brown stated that they have some other car washes but going forward this is the branding that they will roll out. Commissioner Wood stated that his choice would be with the red band to make the building stand out and it blends in with the rest of the project. He said he wants this area to be a showpiece because he wants this project to be a place to bring people together, as he thinks we missed the mark with this but moving forward Spin is
welcomed; the changes are good, but staff has recommended the band. Commissioner Borgelin stated for the record that he is reiterating that it is a beautiful project; however, he echoes many residents’ concerns on two issues. One issue is that there are ten facilities already in the City, three on McNab alone. The second issue is that it is only bringing two jobs. Therefore, Commissioner Borgelin stated he is not on board with this. City Manager Bhatty interjected that this is not in line with the vision that the Commission had set to bring more diversity of businesses to the City, and we are trying to bring businesses that create jobs for the residents, and this will not be a service provided to the residents, but to everybody driving down the east to west corridor on McNab. These issues were shared with the Applicant who still insisted on bringing the project forward through the approval process as it is a permitted use in this zoning district and there is no legal authority to deny it. Commissioner Wood commented that the zoning ordinances are laid out and certain businesses are allowed in certain zones and developers who have the resources cannot be denied a business if the zoning use permits it. Attorney Dickerson stated that this is a permitted use, and the Commission has dealt with this developer, Arena Shoppes, that has worked in the City now for years and spent millions of dollars. He said with this specific site, it is a handful of jobs; but with regard to the other development, they have brought hundreds of jobs to the City, particularly with all of the development of the Promenade Shoppes that they have purchased, including the Walmart parcel. Attorney Dickerson added that [the developer] does a very aggressive outreach to get tenants to come to this City and with this site alone, they have reached out to close to two hundred different tenants to ask if they are interested in coming to the City. He said there are multiple different factors in how they get different tenants in these locations; it is not that they have the pick of the litter and get exactly who they want as it is a balance. Attorney Dickerson said they have to not have a similar business within a certain radius; the demographics and multiple factors. This applicant was aggressive and a tenant that wanted to be here, where other businesses weren’t willing to come for several reasons. Attorney Dickerson commented that had this business been one of the first car washes in the City, it may have set the gold standard. Even though there are other car washes, this is a quality building, probably one of the nicest in the County, and an investment that they are putting into the City and adding to the tax base. Commissioner Graziose asked City Attorney to explain the City’s liability if we did not approve a business that was properly zoned. Attorney Goren commented that he will explain, as there is another item on the agenda tonight for an amendment to a special exception use, and it is different, because in that issue, there are certain rights that are accorded every property owner. This particular B3 use permits this particular use as a matter of legal right. When the Commission establishes zoning, it cannot spot zone. Ultimately, the Commission cannot deny the use, but can evaluate and debate the specifics of the site plan. No further discussion. **Commissioner Graziose moved to approve the Final Site Plan SPR 17-06 subject to the sixteen (16) conditions outlined in staff memorandum and approving rendering number 1, with the red stripe. Commissioner Wood seconded the motion. Clerk called roll. Commissioner Graziose – YES; Commissioner Wood – YES; Mayor Brady – YES; Commissioner Borgelin – NO; Vice Mayor Moyle – YES. MOTION PASSED ON a 4-1 VOTE; Commissioner Borgelin dissenting. City Attorney stated that they will prepare the Site Plan Order with the conditions considered by the Commission and adopted by this motion.**
7. OTHER BUSINESS

a. RESOLUTION - Sign Waiver SWAV 18-01 Spin Car Wash
W. McNab Rd. and Avon Lane
Folio # 4941 11 28 0023

Commissioner Graziose moved to read. Seconded by Commissioner Wood.

Attorney read:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF NORTH LAUDERDALE, FLORIDA, APPROVING A SIGN WAIVER REQUEST FOR TWO WALL SIGNS FOR SPIN CAR WASH, LOCATED AT FOLIO # 4941 11 28 0023 ON W. MCNAB RD WEST OF AVON LANE NORTH LAUDERDALE, FLORIDA, 33068 THEREBY PERMITTING THE INSTALLATION AND MAINTENANCE OF TWO WALL SIGNS TOTALING 80 SQUARE FEET WHEREAS SECTION 94-16 (C) (1) (a) OF THE CITY CODE OF ORDINANCES ALLOWS 32 SQUARE FEET OF SIGNAGE AND TO ALLOW BOTH SIGNS HAVING LETTERS “SPIN” AT “30.5” INCHES IN HEIGHT AND THE LETTERING CAR WASH “16.5” INCHES IN HEIGHT WHEREAS SECTION 94-16(C)(1)(c) OF THE CITY CODE ALLOWS FOR 16 INCH MAXIMUM LETTER HEIGHT OF THE CITY’S CODE OF ORDINANCES WITHIN A GENERAL BUSINESS (B-3) ZONING DISTRICT.

Andrew Disbury, Community Development Planner, presented the item based on backup memorandum. Mr. Disbury showed a PowerPoint presentation that indicated where the signs are located on the north and east facing elevations. He stated that the two wall signs are 40 feet each, and Code states that one linear foot of frontage is equal to one square foot of sign face area. The 80 square foot waiver being requested is well over twice what is allowed and also the waiver request for the lettering is also just under twice what is allowed. Also, the request is for two signs where only one is allowed. Mr. Disbury said they face an interior road on the east elevation, so it is not two primary roads. City Manager Bhatty interjected that basically, they are asking for three waivers; one to increase the height of the letters; the second waiver is for the square footage of the sign permitted and the third waiver is to allow two signs on the building. City Code only allows two signs if the building sits in a corner and faces two roadways. In this particular situation, the building faces McNab Road and the interior road leading into the shopping center. Ms. Bhatty said historically, in requests for waivers or variances, staff does not make a recommendation as the burden for justification of the waiver request falls on the applicant, so the applicant can make a presentation as to the hardship and the Commission can consider approval of the waivers. She said these are all reasonable waivers and staff is not against the request. Mr. Disbury stated that these waivers are considered on an individual basis and it does set a precedent for property owners and applicants that have to come forward with requests on future developments as well. Attorney Goren commented that the only precedent being set is for this particular applicant on this particular request. Bill Pfeffer, Bowman Consulting, located in Sunrise, the engineer of record on behalf of the applicant, addressed the Commission and stated that as justification for their request, as staff mentioned their square footage is based on building frontage and they have been working with residents to the west to come up with a site that mitigates the impact of this use to them and in doing so, they basically don’t want to face the bay door and mechanical equipment. Mr. Pfeffer said if the
building were oriented differently, they would have been allowed roughly 105 sq. feet of signage and in reworking the site, they didn’t want to shorthand the applicant on the amount of square footage they have so that is why this request was put together to present to the Commission, and knowing the history with the HOA and they are not asking for the full footage they would be allowed if the building were oriented differently. Mr. Pfeffer said they are breaking up the 80 feet requested, by putting 40 sq. feet on the front facing McNab and 40 sq. feet on the east side that will catch the attention of people driving west on McNab and also people entering the shopping center. Mr. Pfeffer also pointed out that the overall square footage is very much in line with what the other outparcel tenants have and they have a more appropriate building frontage; the applicant is not going over and above the total square footage compared to the others, but is trying to adequately represent their use to the public.   

Commissioner Graziose moved to adopt the sign waiver including the condition [that all applicable codes of the City regarding the installation of signs, conditions and provisions imposed by the City Commission, Planning and Zoning Board and staff are met]. Commissioner Wood seconded the motion. No further discussion; Clerk called roll. Commissioner Wood – YES; Commissioner Borgelin – NO, same principal; Mayor Brady – YES; Vice Mayor Moyle – YES; Commissioner Graziose – YES. MOTION PASSED ON A 4-1 VOTE; Commissioner Borgelin dissenting.

RESOLUTION NO. 18-02-6487 PASSED AND APPROVED 4-1

b. SUBJECT – Request to Amend Special Exception Use (SEU 17-01)  
Temporary Relocation of First Haitian Baptist Church to old Family Central building located at 840 S.W. 81ST Avenue.

To Reflect: Church Location on the 1st floor of the building instead of 2nd floor as previously requested by applicant and stated in SEU.

APPLICANT: Pastor Mr. Willem Philippi, First Haitian Baptist Church

Commissioner Graziose moved to read; seconded by Commissioner Wood. Attorney read title and indicated that this did not go to Planning and Zoning, but is an item for the Commission’s review and consideration. Andrew Disbury, Community Development Planner, presented the item based on backup memorandum, indicating that the applicant had a prior SEU requesting to be on the second floor and is now re-locating to the first floor as there were issues with fire and building codes regarding occupying the space on the second floor. There were changes in the tenants in the building which also allowed the applicant to change location. Staff is making this recommendation subject to approval of the conditions outlined, particularly condition #7 which will make the SEU valid one year from the date of the permit submitted for demolition of the existing church retro-active to December 12, 2017. City Manager Bhatty reiterated that the original SEU was issued for the First Haitian Baptist Church to hold their services while they are going through the process of demolition of their current existing building on 441, and building of their new church as part of their approved site plan. She stated that this SEU is being requested because of the concerns that the fire department had about the ingress and egress of the second floor and any changes for the temporary use of this space would be too expensive, but the requirements would be less if they moved to the first floor. Applicant was able to acquire the
same amount of space on the first floor. All conditions of the original site plan are still status quo. Mayor Brady moved to approve a Special Exception use permit (SEU 17-01) to allow the church to locate on the 1st floor instead of the second floor of the 840 S.W. 81st Avenue building subject to the seven (7) conditions outlined in staff memorandum. Commissioner Wood seconded the motion. Pastor Willem Philippi, the Applicant, agreed to the conditions of approval. No further discussion; Clerk called roll. Mayor Brady – YES; Commissioner Borgelin – YES; Commissioner Graziose – YES; Commissioner Wood – YES; Vice Mayor Moyle – YES. MOTION PASSED UNANIMOUSLY.

c. RESOLUTION – 2018 Renewal of the Interlocal Agreement between Broward County and City of North Lauderdale providing for Division and Distribution of the proceeds of the Local Option Gas Tax Imposed by the Broward County Local Option Gas Tax Ordinance – (Six-Cent)

Commissioner Graziose moved to read. Seconded by Mayor Brady.

Attorney read:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF NORTH LAUDERDALE, FLORIDA, ACCEPTING AND OTHERWISE AUTHORIZING THE CITY MANAGER OF THE CITY OF NORTH LAUDERDALE, FLORIDA, ON BEHALF OF SAID CITY, TO EXECUTE AND OTHERWISE ENTER INTO THE ATTACHED RENEWAL OF THE INTERLOCAL AGREEMENT BETWEEN NORTH LAUDERDALE AND BROWARD COUNTY EXPIRING ON DECEMBER 31, 2047 PROVIDING FOR THE DIVISION AND DISTRIBUTION OF THE PROCEEDS OF THE LOCAL OPTION GAS TAX IMPOSED BY THE BROWARD COUNTY LOCAL OPTION GAS TAX ORDINANCE; AUTHORIZING THE CITY MANAGER TO DO ALL THINGS NECESSARY TO CARRY OUT THE AIMS OF THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.

Susan Nabors, Finance Director, presented the item based on backup memorandum. She indicated that the City receives its allocation of Local Option Gas Taxes through an Interlocal Agreement with Broward County. On January 23, 2018, the County moved to extend the current original 30 year agreement set to expire on August 31, 2018. The renewal of the agreement extends the term to December 31, 2047, and this agreement provides for all cities in Broward County to continue to receive a total of 37.5% of the proceeds of six cents of gas tax and allocated to the cities based on population. The County prepares a tax revenue allocation annually to reflect changes in population. The City’s FY 2019 collection of taxes will be an allocation of 0.895822% based upon the City’s estimated population of 44,408. FY 2017 revenue was $466,325 and that amount is anticipated to be received in FY 2018 and 2019. Ms. Nabors reported that these proceeds must be used for transportation expenditures and the City utilizes this revenue source for the maintenance and general improvements of the City’s roadways. Staff seeks Commission’s consideration and approval of the resolution to execute the Interlocal Agreement and providing for the division and distribution of the proceeds of the Local
Option Gas Tax. Commissioner Graziose moved to adopt. Seconded by Commissioner Wood. No discussion; Clerk called roll. ALL YES.

RESOLUTION NO. 18-02-6488 PASSED AND APPROVED UNANIMOUSLY

d. RESOLUTION – Extension of Audit Agreement with Grau & Associates

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

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF NORTH LAUDERDALE, FLORIDA AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO AMEND THE ORIGINAL AGREEMENT BETWEEN THE CITY OF NORTH LAUDERDALE AND GRAU & ASSOCIATES, FOR ANNUAL AUDITING SERVICES TO EXTEND THE AGREEMENT FOR A ONE YEAR PERIOD BEGINNING WITH THE FISCAL YEAR ENDING SEPTEMBER 30, 2018; FOR A NOT TO EXCEED COST OF $58,000 FOR FISCAL YEAR ENDING SEPTEMBER 30, 2018, RESPECTIVELY, 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 in accordance with City Charter Sec. 3.16, the City Commission shall provide for an independent annual audit of all City accounts. In March of 2015 the Commission approved a resolution authorizing a contract with Grau & Associates, Certified Public Accountants, as the City’s external auditor for a three year term ending September 30, 2017. The contract contains an option of two additional one year renewals at a fee that was mutually agreeable to the City and Grau & Associates, who has continually provided an efficient and all-encompassing audit. Their review has impacted courses of action recommended incorporating the government-wide financial statement assertion, specific audit objectives and appropriate audit procedures necessary to achieve satisfactory audit results. In the backup memorandum, a table was provided that identified the last three years of contract amounts. The audit fee remained stable at $50,400. The proposed audit fees for the first option year, FY ending 9/30/18, has a 5% increase to $53,000; a single audit fee if necessary of $5,000; and to increase the North Lauderdale Recreation Foundation from $500 to $1,000 (which is to be approved and paid for by the Foundation). Staff seeks Commissions approval to extend the contract for one year through 9/30/18 for a total of $58,000. Commissioner Graziose moved to adopt. Seconded by Mayor Brady. Commissioner Wood asked about the increase and asked if the audit become cumbersome for them. Ms. Nabors replied that the procedures have been the same, though requirements change and sometimes additional procedures are necessary for reporting those requirements. Their rate has remained the same for their prior three year contract and it is a cost of business increase. No further discussion; Clerk called roll. Commissioner Graziose – YES; Commissioner Wood – YES; Mayor Brady – YES; Commissioner Borgelin – YES; Vice Mayor Moyle – YES.

RESOLUTION NO. 18-02-6489 PASSED AND APPROVED UNANIMOUSLY
e. ORDINANCE – **First Reading** - Ordinance to Amend Development Agreement for Walmart

Commissioner Graziose moved to read. Seconded by Commissioner Wood.

Attorney read:

**AN ORDINANCE OF THE CITY OF NORTH LAUDERDALE, FLORIDA, AMENDING THAT CERTAIN DEVELOPMENT AGREEMENT MORE PARTICULARLY DESCRIBED ON ATTACHED EXHIBIT "A," BY AND BETWEEN THE CITY OF NORTH LAUDERDALE, FLORIDA, AND WALMART STORES EAST, LP, AS DEVELOPER, IN ACCORDANCE WITH THE FLORIDA LOCAL GOVERNMENT DEVELOPMENT AGREEMENT ACT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND, PROVIDING AN EFFECTIVE DATE.**

Andrew Disbury, Community Development Planner, presented the item based on backup memorandum indicating that this item is for consideration to amend the Development Agreement between the City and Walmart by extending the time for the County to approve the construction of a bus shelter adjacent to the shopping center for an additional five years until January 31, 2023. As part of the original agreement, Walmart paid $38,000 designated for the bus-stop which is held in a separate account. Mr. Disbury commented that although the County has not yet approved a bus stop, the in-filling of the out parcels is creating a need. Commissioner Graziose commented that it was in their long-range plan. **Commissioner Graziose moved to adopt. Seconded by Commissioner Wood.** Commissioner Borgelin asked, while waiting for approval, is interest accruing on the $38,000. City Manager Bhatty replied that they requested from Walmart to keep the money for another five years and if the bus stop is not constructed in that time, we will have to give the money back to Walmart, or ask for another extension, but in any event, the City will keep any interest earned which will be very minimal. Commissioner Wood asked if we could reach out to our County Commissioners that represent our area to help facilitate getting the bus stop. City Manager Bhatty deferred to Commissioner Graziose as a member of the MPO. He said at the last meeting of the MPO there was a presentation made and the County is looking to put something on the ballot for transportation and that bus route on McNab was on the previous ballot, and it is in their transportation plan that they are working on. If the voters approve it, they will have the funding to do the bus route. Also, Commissioner Graziose stated that one of the County Commissioners is on the MPO board. He said the County will review plans with the cities for transportation and routes which will include some changes in North Lauderdale. **No further discussion; Clerk called roll. Commissioner Wood – YES; Mayor Brady – YES; Commissioner Borgelin – YES; Commissioner Graziose – YES; Vice Mayor Moyle – YES.**

**PASSED AND ADOPTED UNANIMOUSLY ON FIRST READING**
8. REPORTS

a. Update on Walmart Pending Issues

Attorney Dwayne Dickerson, Law Offices of Dunay, Miskel & Backman, 14 S.E. 4th Street, Boca Raton, reported that at the last meeting on January 30th, he was tasked with reaching out to Walmart with regard to some outstanding issues. Attorney Dickerson reported that he met with the City Manager and review all the previous documents. Three items he was to look into were 1) landscaping and maintenance on both east and west side of the wall; 2) the decorative lighting along the frontage of McNab Road and 3) the background regarding the Belmont HOA and Walmart’s agreement with respect to payments to assist in the building of their back road. Mr. Dickerson reported that the District Representative for Walmart, Dan Draper, Real Estate Director, left Walmart about a week ago and they transitioned to a new manager, B.A. Glass. Mr. Dickerson and Mr. Glass had a long conversation with regard to the landscaping and decorative lighting and all he background documentation was given to Mr. Glass who was very receptive. A meeting or conference call is scheduled with all pertinent players - the City Manager, District Commissioner, HOA President, Code Enforcement Director – will be in that meeting to discuss the issues. Mr. Dickerson reported that Mr. Glass said the landscaping issue was something that could easily be resolved. With regard to the decorative lighting – it is in the staff report and is being addressed. The HOA issue is more sensitive, but Mr. Dickerson said he did get two letters where there were two opportunities where Walmart sent an offer letter to the HOA and for whatever reason, those offers were never accepted, and there may have been a check sent to the HOA that was never cashed. Mr. Glass is looking into that. Mr. Dickerson stated that he cannot speak for Walmart, but he did what was asked of him; he had a positive conversation and hopes that the City does also on Thursday when they meet with Walmart.

9. COMMISSION COMMENTS

a. Discussion and Motion to provide a municipal donation to Broward Black Elected Official (BBEO), a not-for-profit 501-c, as a municipal and public purpose, in the amount of $ 500.00.

Commissioner Wood stated that he and Commissioner Borgelin belong to the BBEO is having their inaugural night at BBT Center at the same time as the City’s Business 2 Business event on February 22, therefore in lieu of attending he is asking for a donation. He said he knows there is a process during the budget planning for donations, but is asked the City Manager for permission of a waiver in this process for this item. Commissioner Graziose made motion to make a $500 donation; seconded by Mayor Brady. City Manager Bhatty reiterated that we have a process in place for Commission approved donations when the budget is adopted and we didn’t know about this inaugural event at the time. She stated that this is a not for profit organization with a 501 C(3) status and this will be a municipal donation from the City for a public purpose; the public purpose being that this is an organization for elected officials who are public servants who serve their communities in that capacity, thus fulfilling the requirement of a public purpose to justify this donation. No further discussion; Clerk polled Commission. All YES.
Commissioner Graziose – thanked Katherine Randall stating he has been working with her in getting businesses about 10 businesses in his district involved in the Business 2 Business event. Also said the Morning Coffee at the Commercial Point Café was nice and 6 of 12 businesses that were there were from North Lauderdale. Also, he mentioned that several North Lauderdale attended the Expo in Tamarac that he also attended. Additionally, he mentioned that Ms. Stephanie Hayes was inadvertently left off his previously filed form requesting certificates and would like to add her to the next presentation list. The City was well represented at the ADRC Valentine Luncheon last Friday, which he participated in. At the NW Council meeting, they were pleased with North Lauderdale’s shelter resolution and hazardous walking resolution and voted to make sure that the Broward League of Cities and the State Representatives were notified. Commissioner Graziose also said we do have re-development happening in the City and asked for a consensus for a moratorium on car washes, so that we have guidelines for the future, so that we don’t have any more than the ten we have now. Attorney Goren interjected that there is a Zoning in Progress Ordinance in the City which requires the City Manager to certify to the Commission that the matter requires attention, and a process that by motion the Commission can support and direct staff to evaluate that matter. If by motion the Commission adopts a motion and so directs, City Manager and City Attorney will coordinate that for the next meeting. City Manager stated that once the Commission gives consensus, the process starts with a Notice of Intent and at the next meeting a resolution will be brought back to adopt the Notice of Intent, and then we can go into a moratorium status. Attorney Goren stated that a motion would be appropriate. Commissioner Graziose made a motion to prepare a Zoning in Progress Notice of Intent. Mayor Brady seconded the motion. No discussion; clerk called roll. All YES.

Further, Commissioner Graziose reported that among other changes and improvements at the bridges on McNab, Broward County Traffic has installed new high density LED lighting on the curves. Also, reported that he had a conversation with North Broward Academy of Excellence Principal who asked for help with the traffic and after review of the contracts approved by the school board, found that it did have something about following the state guidelines regarding bussing of students who resided more than two miles. A report from the school shows about 600 students being transported from other cities all the way down to Miami, which contributes to the traffic problem. He also reported that within the contract there was a one line item that says “If all of the parents agree to transport their children the Charter School did not have to provide school bussing”. Commissioner Graziose stated that he brought it to the attention of two school board members who were not aware this one line item was in the contract. Commissioner Graziose told them he would propose a resolution and stated that they would want to pursue that as it may impact other cities. He sought consensus of the Commission to remove that clause or loophole that is in the Charter school contract. City Manager Bhatty commented that she and staff just met with the North Broward Academy executives and their attorney to go over the original site plan documents, which at the time capped it at 900 [students]. So Ms. Bhatty stated she asked them to recalculate the number of classrooms which determine the number for the parking requirement; the number is the same as on the site plan, then it would meet the parking requirement. She also brought up the issue of the bussing, and that the new crosswalk triggered the need for two more school crossing guards, which is a cost that the City is carrying. Ms. Bhatty got a breakdown of the cost that would be transferred to the Charter School for those crossing guards moving forward. These three issues are being reviewed by the attorneys.

Commissioner Borgelin asked who the Commissioner for this district is and why is he not a part
of this and should be brought into the conversation. Commissioner Graziose replied that he is the MPO representative for the City and children from his district attend that school and the traffic does go through all districts and that is why this is being brought up here. Vice Mayor Moyle stated that [the Commission] is elected by district and we serve our district residents after we’re elected; however, businesses, roads, parks, that is under the purview of the entire Commission and it is not because a road is in one Commissioner’s district it doesn’t mean that that Commissioner has control of what is going on in that district. Vice Mayor Moyle said in this case it is a matter of safety, and we have been discussing this for some time. Commissioner Borgelin said great, he is not saying no, but he thinks there is a double standard in some cases and he cannot foresee himself or anyone else going to another district or place just to make decisions and him not being involved. City Manager Bhatty said the recommendation that Commissioner Graziose is making is not just particularly for one Charter School; moving forward the School Board was not aware that they included such confusing one-liner that let them get away with not providing transportation. She said if that resolution comes forward and we present it to the School Board it will impact all future Charter applications. Ms. Bhatty further stated that the meeting she had with the Charter School executives was based on the direction she got from the Commissioner who first started to address the issue of overcrowding; traffic; opening the crosswalk that would require more crossing guards and some of these issues go back to the original site plan that was approved 10 or 15 years ago. City Manager Bhatty said she apologizes if it was the expectation of her Commissioner to be a part of that meeting, but she did not get that understanding when she was advised by the Commission to meet with them to resolve these issues. She stated that she has meetings on a regular basis with a lot of businesses and residents and if they want her to include the Commissioner representing those districts at every meeting that she has she will be more than happy to do that. Commissioner Borgelin stated it shows that to him that when all these things happen it is good and he is not against it, but to the eyes of those who are looking, who is their representative; what part does he have in that? He said last time we were here, everything was clear and when he went back to the school to speak to the Principal, everything was fine; he said he is not saying nothing is wrong with it but he should at least be involved himself. He said he understands that someone else could not go in his place without the approval of another person. Commissioner Graziose replied they did not go into another place; this is Charter Schools in general. Commissioner Borgelin said the school at 81st is his boundary, like is Silver Lakes and he cannot see himself going anywhere besides those three. He said he may be wrong, but for the record he wanted to bring it up. City Manager Bhatty replied that when the Principal said everything was fine, yes, as far as the traffic over there they have that under control now because of the new light and mostly because of the timing change, because Pinewood and North Broward initially started at the same time. She said the issues that she discussed with School Board and the executives were not related to the traffic issues, but related to issues that will be addressed at the corporate level, not at the School level as the Principal is not going to make those decisions. It is the stakeholders of the corporation who are going to have to agree to pay for the crossing guards and to go back and re-visit the maximum 900 cap that was in the original site plan and also the transportation issue. Commissioner Graziose stated, just to make it clear, what he presented was a contract issue with Charter Schools that no one was aware of, not a particular school. He said at the Northwest Council meeting yesterday it was brought up and it is not just one school in our City; he did not visit that school, it was a Charter School contract issue which has an impact on other cities and the School Board. Commissioner Graziose stated that the resolution pertains to
the Charter School contract and as the City’s representative on the MPO Board, he will be pursuing it with the MPO and there is a meeting with them on March 1st and that is why we do this at this meeting. Attorney Goren interjected that Commissioner Graziose asked for a motion to adopt a resolution and he cannot draft a resolution without direction. **Commissioner Graziose made a motion to direct City Attorney to draft a resolution to address the contract issues of school bussing at the Charter Schools and taking away the loophole of having parents just sign a form.** Commissioner Wood seconded the motion. No further discussion; Clerk called roll. All YES.

**Commissioner Borgelin** – Thanked the Haitian Elected Officials, in Creole, for coming and in English said he told them they have a great country and great people and if the earthquake didn’t destroy the country, negative comments cannot destroy the country so keep doing what you do now and for the next generation. He also thanked BSO for showing their presence during traffic stops he has seen, as well as their presence during a stolen car incident which happened at a gas station in which they arrived in good time. Reported that the Dominos Tournament was good and he expected more residents to attend. Also, mentioned Kimberly Boulevard still needs to be fixed and they are looking forward to seeing the finished product. Further, he mentioned that he and his residents are happy Jaycee Park will be having improvements coming soon; that spring soccer will be starting; and also asked what is being done in the schools for Black History month. City Manager Bhatty replied that Mr. Sargis will a report on the Jaycee Park and she has just met with the design consultants to finalize the median plans for Kimberly Boulevard; she will call a workshop to share the final version and Commissioner Borgelin’s focus group and residents could also be invited to attend. Vice Mayor Moyle said the majority of the residents are in his district on the north side of Kimberly and Commissioner Wood said his residents are on the east side. City Manager Bhatty said she will be more than happy to share the design concepts with the residents as well. Mr. Sargis reported that with regard to Black History month, they are working with North Lauderdale Elementary whose Black History month event is advertised on our marquee for February 28th at 7:00 p.m. and flyers will be provided; Somerset Prep has a program planned around their girls’ high school basketball regional championships at the end of February; the After School Program has weekly activities, projects and movies. With regard to Jaycee Park, Mr. Sargis reported that they are in the process of ordering supplies and obtaining quotes and they hope to start work within 30 days and will keep the Commission updated. Also, Mr. Sargis said the lights at Landings Park were turned on; all parks are back opened and lit. Ms. Bhatty asked if we can put a banner at Jaycee Park indicating the improvements coming up; Mr. Sargis replied there are two already up. Commissioner Borgelin asked if there is a record of the before and after for Jaycee Park. Mr. Sargis said he has a Google earth drawing; there is no engineer on the project as it is being done in-house and he will provide the Commission with a list of plans for the park for this phase of a two phase project.

**Vice Mayor Moyle** – Spoke about the Boulevard of Champions exit from McNab, there is a 25 mph speed limit sign and when you get on the boulevard, there is one speed sign that says 30 mph and then nothing all the way to 64th. He would like to have the speed limit placed on the road itself, like Fort Lauderdale does, so you can see it upon approach and don’t have to look for a sign and to have this done in places that have speeding problems. Commissioner Wood echoed that; said the flashing calming device has made a slight difference and he has seen BSO presence. City Manager Bhatty said they will look into it and report back.
Mayor Brady – Commented that the speeding occurs at Doral and Rio Pinar that is a cut through to the Boulevard of Champions.

10. CITY MANAGER COMMENTS

   a. Upcoming Events
      • B2B After Hours – February 22 – 5:30-7:30 pm – Polish American Club – Ms. Bhatty said she will be making a PowerPoint presentation at this Tamarac North Lauderdale Chamber of Commerce event with regard to the City’s history; population and other statistics. She invited the Commission to attend this event.

11. CITY ATTORNEY COMMENTS

   Attorney Goren commented that the 2018 Legislative Committee ends on March 9th and a report will be provided by his office regarding pending bills. He reported that as of now local home rule is still under challenge.

12. ADJOURNMENT – There being no further business, the meeting adjourned at 8:48 pm

Respectfully submitted,

Patricia Vancheri, City Clerk
PROCLAMATION

WOMEN’S HISTORY MONTH

“NEVERTHELESS SHE PERSISTED:
Honoring Women Who Fight All Forms of Discrimination Against Women”

WHEREAS, The 2018 National Women’s History theme presents the opportunity to honor women who have shaped America’s history and its future through their tireless commitment to ending discrimination against women and girls; and

WHEREAS, Through this theme we celebrate women fighting not only against sexism, but also against the many intersecting forms of discrimination faced by American women including discrimination based on race and ethnicity, class, disability, sexual orientation, veteran status, and many other categories; and

WHEREAS, from spearheading legislation against segregation to leading the reproductive justice movement, American women are dismantling the structural, cultural, and legal forms of discrimination that for too long have plagued them.

WHEREAS, the phrase “Nevertheless She Persisted” was born in February 2017 when Senator Elizabeth Warren, D-MA, was silenced during Jeff Sessions’ confirmation hearing for Attorney General. At the time, Warren was reading an opposition letter penned by Coretta Scott King in 1986. Referring to the incident, Senate Majority Leader Mitch McConnell, R-KY, later said “Senator Warren was giving a lengthy speech. She had appeared to violate the rule. She was warned. She was given an explanation. Nevertheless she persisted”; and

WHEREAS, Feminists have adopted the phrase in hashtags and memes to refer to any strong women who refuse to be silenced, fighting all forms of discrimination against women which takes persistence and the continued fight to succeed in bringing positive change to the lives of diverse American women.

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

WOMEN’S HISTORY MONTH

and encourage all citizens to observe Women’s History Month with appropriate programs, ceremonies, and activities.

IN WITNESS WHEREOF, I have sent my hand and seal this 27th day of February, 2018.

_________________________________
MAYOR JACK BRADY
The item before you tonight is for the Commission’s consideration of an Ordinance for adoption on second reading to amend to the Development Agreement between the City and Walmart. As discussed at the last Commission meeting, this amendment will extend the time for the County to approve the construction of a bus shelter adjacent to the shopping center for an additional five years from the date of the store opening, until January 31, 2023.

BACKGROUND:
As you may recall, in 2012 the City and Walmart executed a Development Agreement for the development of the site located on the south side of McNab Road roughly between Avon Lane and 81st Avenue. Today it is home to the anchor tenant, Walmart, and various businesses on the outparcels. The residents and the City were concerned with access to the new businesses that would locate in the development. As part of the agreement, Walmart paid the City $38,000 which is held in a separate account for the designation of a bus stop and construction of a bus shelter adjacent to the development. If the County did not approve the new bus stop within five years of the opening of the store, the money was to be returned to Walmart. However, the Agreement also provided the opportunity for the City to request an extension.

On December 22, 2017, prior to the deadline, Administration sent a letter to Walmart requesting an additional five years to pursue the construction of the bus stop and shelter. Mr. Don Draper, Director of Real Estate responded favorably with the attached email. Since that time, the Administration has discussed this amendment with Mr. Glass, Senior Manager II of Real Estate and Portfolio Management who also is in favor of extending the timeframe.

The City Commission approved the first reading of the amendment authorizing the extension on February 13, 2018. Tonight we are presenting the first amendment to the Development Agreement for Commission’s consideration of adoption on second reading of the Ordinance.

RECOMMENDATION:
The City Administration recommends City Commission’s adoption of the attached Ordinance on second reading amending the Development Agreement between the City and Walmart to provide for an additional five years to obtain approval from Broward County for the designation and construction of a bus shelter adjacent to the Walmart development.
AN ORDINANCE OF THE CITY OF NORTH LAUDERDALE, FLORIDA, AMENDING THAT CERTAIN DEVELOPMENT AGREEMENT MORE PARTICULARLY DESCRIBED ON ATTACHED EXHIBIT "A," BY AND BETWEEN THE CITY OF NORTH LAUDERDALE, FLORIDA, AND WALMART STORES EAST, LP, AS DEVELOPER, IN ACCORDANCE WITH THE FLORIDA LOCAL GOVERNMENT DEVELOPMENT AGREEMENT ACT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND, PROVIDING AN EFFECTIVE DATE.

WHEREAS, Walmart and the City executed a Development Agreement on February 14, 2012 (the “Original Agreement”), for development of a property included in that certain plat book known as Parcel B, Star of David Memorial Gardens II, recorded in Plat Book 171, Page 105-107 of the Public Records of Broward County Florida (the “Property”); and

WHEREAS, pursuant to Section 9.3, Walmart paid $38,000.00 to the City for the future design, permitting and construction of a County bus shelter adjacent to the Property on McNab Road; and

WHEREAS, pursuant to Section 9.3, if the County did not approve in writing a bus shelter for McNab Road within five (5) years from the anniversary date (January 31, 2013) of the opening of the Walmart, then the City would refund the money to Walmart within thirty (30) days of such anniversary; and

WHEREAS, at this time Walmart and the City desire to extend the deadline provided in Section 9.3 to provide for additional time for approval and construction of a County bus shelter adjacent to the property; and

WHEREAS, in light of the proposed extension, and in the event a County bus shelter is not approved in writing by Broward County within ten (10) years of the anniversary that the Walmart opens to the public, (by January 31, 2023) the City would then be required to refund the money within thirty (30) days of the tenth anniversary of the Walmart’s opening date; and

WHEREAS, Walmart and the City agree to enter into this First Amendment in order to provide for a five-year extension to the deadline set forth in Section 9.3 of the Original Agreement; and

WHEREAS, the City Commission deems it to be in the best interests of the health, safety and welfare of the citizens and residents of the City to amend the Development Agreement.
NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE
CITY OF NORTH LAUDERDALE, FLORIDA, THAT:

Section 1. The foregoing “Whereas” clauses are hereby ratified as true and correct and
incorporated herein by this reference.

Section 2. The City Commission of the City of North Lauderdale hereby amends the
Development Agreement such that Section 9.3, “Public Transportation” shall be amended in its
entirety to read as follows:

9.3. Public Transportation

The City may establish a route for the City’s Community Bus Shuttle that incorporates a
bus stop at the Property. Prior to the issuance of the certificate of occupancy for the
Walmart store, Walmart agrees to pay the City $38,000.00 to be used by the City for the
future design, permitting and construction of a County bus shelter adjacent to the
Property on McNab Road with no additional costs to Walmart. In the event Broward
County does not approve in writing a bus shelter for McNab Road adjacent to the
Property within ten (10) years from the anniversary date that the Walmart store opens to
the public (January 31, 2023), the City shall promptly refund the money to Walmart
within thirty (30) days of such anniversary date. The City may request in writing that
Walmart give it additional time to obtain approval from Broward County for the bus
shelter. Walmart may grant or deny this request in its sole discretion.

Section 3. If any clause, section or other part of this Ordinance shall be held by any court of
competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part shall
be considered as eliminated and in no way affecting the validity of the other provisions of this
Ordinance.

Section 4. All Ordinances or parts of Ordinances, Resolutions or parts of Resolutions in
conflict herewith, be and the same are hereby repealed to the extent of such conflict.

Section 5. This Ordinance shall become effective upon passage and adoption.

(REMAINDER OF THIS INTENTIONALLY LEFT BLANK)
PASSED AND ADOPTED BY THE CITY COMMISSION OF THE CITY OF NORTH LAUDERDALE, FLORIDA, ON THE FIRST READING, THIS __13th___ DAY OF __February___, 2018.

PASSED AND ADOPTED BY THE CITY COMMISSION OF THE CITY OF NORTH LAUDERDALE, FLORIDA, ON THE SECOND AND FINAL READING, THIS ______ DAY OF ______________, 2018.

_____________________________________
MAYOR JACK BRADY

ATTEST:

_____________________________________
PATRICIA VANCHERI, City Clerk

_____________________________________
VICE MAYOR RICH MOYLE

APPROVED AS TO FORM:

_____________________________________
SAMUEL S. GOREN, City Attorney
FIRST AMENDMENT TO DEVELOPMENT AGREEMENT

THIS FIRST AMENDMENT TO THE DEVELOPMENT OF PROPERTY (“First Amendment”), made and entered into this ____ day of ____________, 2018, by and between WAL-MART STORES EAST, LP, a Delaware limited partnership, with an address at 2001 S.E. 10th Street, Bentonville, AR 72716-5510 (“Walmart”) and the CITY OF NORTH LAUDERDALE, a municipal corporation of the State of Florida (“City”) with an address at 701 South West 71st Avenue, North Lauderdale, Florida 33068.

W I T N E S S E T H:

WHEREAS, Walmart and the City executed a Development Agreement on February 14, 2012 (the “Original Agreement”), for development of a property included in that certain plat book known as Parcel B, Star of David Memorial Gardens II, recorded in Plat Book 171, Page 105-107 of the Public Records of Broward County Florida (the “Property”); and

WHEREAS, pursuant to Section 9.3, Walmart paid $38,000.00 to the City for the future design, permitting and construction of a County bus shelter adjacent to the Property on McNab Road; and

WHEREAS, pursuant to Section 9.3, if the County did not approve in writing a bus shelter for McNab Road within five (5) years from the anniversary date of the opening of the Walmart, then the City would refund the money to Walmart within thirty (30) days of such anniversary;

WHEREAS, at this time Walmart and the City desire to extend the deadline provided in Section 9.3 to provide for additional time for approval and construction of a County bus shelter adjacent to the property; and

WHEREAS, in light of the proposed extension, and in the event a County bus shelter is not approved in writing by Broward County within ten (10) years of the anniversary that the Walmart opens to the public, the City would then be required to refund the money within thirty (30) days of the tenth anniversary of the Walmart’s opening date; and

WHEREAS, Walmart and the City agree to enter into this First Amendment in order to provide for a five-year extension to the deadline set forth in Section 9.3 of the Original Agreement.
NOW THEREFORE, in consideration of the terms and conditions hereinafter set forth, Walmart and the City agree to amend the Original Agreement as follows:

1. The recitations set forth above are hereby incorporated herein.

2. That Section 9.3, “Public Transportation” shall be amended in its entirety to read as follows:

   9.3. Public Transportation

   The City may establish a route for the City’s Community Bus Shuttle that incorporates a bus stop at the Property. Prior to the issuance of the certificate of occupancy for the Walmart store, Walmart agrees to pay the City $38,000.00 to be used by the City for the future design, permitting and construction of a County bus shelter adjacent to the Property on McNab Road with no additional costs to Walmart. In the event Broward County does not approve in writing a bus shelter for McNab Road adjacent to the Property within ten (10) years from the anniversary date (by January 31, 2023) that the Walmart store opens to the public, the City shall promptly refund the money to Walmart within thirty (30) days of such anniversary date. The City may request in writing that Walmart give it additional time to obtain approval from Broward County for the bus shelter. Walmart may grant or deny this request in its sole discretion.

3. Except as amended herein, all other terms and conditions of the Original Agreement shall remain unchanged by this Amendment.

4. The Parties agree the Original Agreement and this First Amendment set forth the entire agreement between the parties, and that there are no promises or understanding than those stated herein and in the Original Agreement and this First Amendment.

5. To the extent there exists a conflict between this First Amendment and the Original Agreement, the terms and conditions of this First Amendment shall prevail. Wherever possible, the provisions of such documents shall be construed in such a manner as to avoid conflicts between provisions of the various documents.

IN WITNESS WHEREOF, the parties have executed this First Amendment to the Original Agreement the day and year first above written.
WITNESSES:  CITY OF NORTH LAUDERDALE, a Florida municipal corporation

___________________________________  BY:  ___________________________________
Print Name: __________________________  Ambreen Bhatty, City Manager

___________________________________
Print Name: __________________________  ____ day of __________________, 2018

ATTEST:  APPROVED AS TO FORM:

___________________________________  BY:  ___________________________________
Patricia Vancheri, City Clerk  Samuel S. Goren, City Attorney

STATE OF FLORIDA      )
) SS:
COUNTY OF BROWARD      )

I HEREBY CERTIFY that on this day before me, an officer authorized in the state aforesaid and in the County aforesaid to take acknowledgements, the foregoing instrument was acknowledged before me by AMBREEN BHATTY, as City Manager of the City of North Lauderdale, a Florida municipal corporation, on behalf of the City, freely and voluntarily under authority duly vested in her by said municipal corporation and that the seal affixed thereto is the true corporate seal of said municipal corporation. She is personally known to me or has produced __________________________ as identification.

WITNESS my hand and official seal in the County and State last aforesaid this ___ day of __________________, 2018.

____________________________________
Notary Public State of Florida

____________________________________
My Commission Expires:  Typed, printed or stamped name of Notary
Signed, sealed and delivered in the presence of:

______________________________

Print Name: ____________________

BY: WSE MANAGEMENT, LLC,

a Delaware limited liability company

and General Partner

______________________________

Print Name: ____________________

BY: ______________________________

Hunter Hart

Vice-President – Realty Operations

STATE OF ARKANSAS )
)
)

COUNTY OF BENTON )
)

I HEREBY CERTIFY that on this day before me, an officer authorized in the state aforesaid and in the County aforesaid to take acknowledgements, the foregoing instrument was acknowledged before me by HUNTER HART, Vice President – Realty Operations of WSE MANAGEMENT, LLC, a Delaware limited liability company, as General Partner of WAL-MART STORES EAST, LP, a Delaware limited partnership, freely and voluntarily under authority duly vested in him by said limited liability company, and that the seal affixed thereto is the true seal of the said limited liability company. He is personally known to me or has produced ________________________ as identification.

WITNESS my hand and official seal in the County and State last aforesaid this ___ day of _____________ 2018.

______________________________

Notary Public

______________________________

My Commission Expires: Typed, printed or stamped name of Notary
Don Draper: <Donald Draper@Walmart.com>

Tammy Reed-Holguin, Ambreen Bhatty, Jac z Brady

Tom Kier, Lynn Beaven Coco, Jr. Rodriguez, Jr Rodriguez@arenari.com, Amber Graham

Walmart #1851 N Lauderdale, FL - Bus Shelter Extension

image2018-02-10-142626.tif; IMG_6293.jpg

Tammy - thank you for the time on the phone today. As mentioned, Walmart hopes to continue a great relationship with the City. Please accept this email as notice that Walmart is willing to work out an extension on the $88,000 contribution to the construction of a bus shelter. If you will provide a draft of the agreement that the City desires to memorialize the extension with, we will review promptly.

The one request that my leadership has at this time is that the City approve of the color change to the signs as it respects the background behind the Walmart lettering (from brown to our corporate color of blue - see attached picture). What my leadership has been told is that corporate colors cannot be restricted and this change should not be discretionary. I do not know the details of the law involved but would request that the City respond if it is in disagreement so we can establish how exactly to get this color scheme blessed appropriately.

Thanks, Dan

Dan D. Draper, III
Director, Walmart Real Estate
P: 479 277 0038
donald.draper@walmart.com

2001 SE 11th Street
Pottsville, AR 72858-5525
Save money. Live better.
TO: Mayor and City Commission

FROM: Ambreen Bhaty, City Manager

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

DATE: February 27, 2018

SUBJECT: Resolution Confirming the February 21, 2018 City Manager’s Administrative Order

The City Manager issued an Administrative Order pursuant to Section 106-61 of the City Code. This Order institutes Zoning-in-Progress while the staff reviews the Code related to uses including automated car washes, auto wash racks and automobile detailing or a combination of these uses. Tonight we are requesting Commission’s adoption of the attached resolution confirming the administrative order.

Background:
The City has seen an influx in the number of automated car washes, auto wash racks and automobile detailing services in the City. North Lauderdale currently has 10 car washes and one newly approved site plan for a car wash within its 5.2 square miles of City limits. With limited commercial space left, diversity in uses would be more beneficial for the residents and to the economic vitality of the City. A review of commercial uses in relation to the goals of redevelopment in the City’s Comprehensive Plan will identify needed amendments to the zoning code to support these goals.

Adoption of the Resolution confirming the Administrative Order will institute Zoning-in-Progress while the study is undertaken. During the study period, no licenses or permits will be issued nor applications for site plans, rezoning, sign waivers, or special exception use permits will be accepted by City staff for the above-named uses unless the Community Development Department confirms that the application has a previously approved site plan, and for which building permits have yet to be issued or are open and pending, as of the date of the Administrative Order, February 21, 2018; or, as permitted by Section 106-61(i) and (j) of the City’s Code of Ordinances.

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

RECOMMENDATION:
The City Administration recommends Commission’s consideration and approval of the attached Resolution confirming the City Manager’s Administrative Order of February 21, 2018, and authorizing the study and review of automated car washes, auto wash racks and automobile detailing or a combination of these uses in all Zoning Districts and instituting Zoning-in-Progress while the study and appropriate recommendations as they relate to these zoning matters are completed and adopted.
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF NORTH LAUDERDALE, FLORIDA, CONFIRMING THE FEBRUARY 21, 2018 ADMINISTRATIVE ORDER ISSUED BY THE CITY MANAGER RELATING TO REVIEW OF USES INCLUDING AUTOMATED CAR WASHES, AUTO WASH RACKS AND AUTOMOBILE DETAILING OR A COMBINATION OF THESE USES IN ZONING DISTRICTS THROUGHOUT THE CITY; APPROVING AND AUTHORIZING THE CITY ADMINISTRATION TO CONDUCT SUCH REVIEW; PROVIDING FOR A TIME PERIOD FOR THE REVIEW; PROVIDING FOR LIMITATIONS ON ISSUANCE OF LICENSES AND PERMITS DURING THE TIME OF THE REVIEW; PROVIDING FOR LIMITATIONS ON THE PROCESSING OF QUASI-JUDICIAL AND ZONING ITEMS PERTAINING TO THESE USES; PROVIDING THAT THE ADOPTION OF THIS RESOLUTION COMMENCES THE AMENDMENT PROCESS FOR AMENDMENTS TO THE CITY’S CODE OF ORDINANCES RELATING TO THE ABOVE-MENTIONED USES WITHIN THE CITY; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

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

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

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

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

WHEREAS, the City has seen an influx of applications for uses pertaining to automated car washes, auto wash racks and automobile detailing; and

WHEREAS, there are currently (10) ten licensed automobile car washes, one recently approved site plan for another freestanding car wash and (1) one automobile detailing service within the 5.2 square miles of the City limits; and

WHEREAS, it is the City’s desire to diversify the uses on the limited commercial property remaining in the City to strengthen the redevelopment efforts; and
WHEREAS, based upon this data and concerns raised by the City Commission previous meetings, the City Manager has determined that there is a need to conduct a review of uses related to automated car washes, auto wash racks and automobile detailing or a combination of these uses, within the City; and,

WHEREAS, on February 21, 2018, the City Manager issued an Administrative Order, pursuant to Section 106-61 of the City’s Code, announcing zoning in progress relating to automated car washes, auto wash racks and automobile detailing or a combination of these uses, in zoning districts throughout the City; and,

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

WHEREAS, the City Commission believes that the February 21, 2018, Administrative Order should be confirmed, and that City staff should review the zoning matters relating to automated car washes, auto wash racks and automobile detailing or a combination of these uses, in zoning districts throughout the City, as such is in the best interests of the City and its residents and property owners.

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

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

SECTION 2. The City Commission confirms the February 21, 2018, Administrative Order, and authorizes the City Manager to review and study uses including automated car washes, auto wash racks and automobile detailing or a combination of these uses, in all zoning districts in the City.

SECTION 3. The City Manager should provide recommendations relating to appropriate zoning districts no later than twelve (12) months from the date of adoption of this resolution, but in no event longer than the time needed to complete a comprehensive analysis of the issues relating to automated car washes, auto wash racks and automobile detailing or a combination of these uses, within the City.

SECTION 4. During the study period set forth in Section 3 above, no licenses or permits will be issued nor applications for site plans, rezoning, sign waivers, or special exception use permits will be accepted by City staff for the above-named uses within the City unless the City’s Community Development Department confirms that the application has a previously approved site plan, and for which building permits have yet to be issued or are open and pending, as of the date of the Administrative Order, February 21, 2018; or, as permitted by Section 106-61(i) and (j) of the City’s Code of Ordinances.

SECTION 5. The City Commission hereby acknowledges that the adoption of this Resolution commences the amendment process for amending Chapter 106 of the City’s Zoning Code as those provisions related to uses including automated car washes, auto wash racks and automobile detailing or a combination of these uses, within the City.
SECTION 6. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

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

SECTION 8. This Resolution shall become effective upon adoption.


__________________________________________
MAYOR JACK BRADY

__________________________________________
VICE MAYOR RICH MOYLE

ATTEST:

__________________________________________
PATRICIA VANCHERI, City Clerk

APPROVED AS TO LEGAL FORM
BY CITY ATTORNEY:

__________________________________________
SAMUEL S. GOREN, ESQUIRE
ADMINISTRATIVE ORDER
CITY OF NORTH LAUDERDALE

TO: CITY ADMINISTRATION AND DEPARTMENT HEADS

FROM: AMBREEN BHATTY, CITY MANAGER

DATE: February 21, 2018

SUBJECT: REVIEW OF USES INCLUDING AUTOMATED CAR WASHES, AUTO WASH RACKS AND AUTOMOBILE DETAILING IN ZONING DISTRICTS THROUGHOUT THE CITY

I, AMBREEN BHATTY, WITH POWERS VESTED IN ME AS THE CITY MANAGER OF NORTH LAUDERDALE, HEREBY ISSUE AN ADMINISTRATIVE ORDER TO REVIEW USES INCLUDING AUTOMATED CAR WASHES, AUTO WASH RACKS AND AUTOMOBILE DETAILING IN ALL ZONING DISTRICTS THROUGHOUT THE CITY AND TO REVIEW THE ZONING CODE AS IT PERTAINS TO THESE USES INCLUDING, BUT NOT LIMITED TO, SECTIONS 106-467 AND 106-468 OF THE CITY’S CODE OF ORDINANCES. AS A RESULT, ZONING IN PROGRESS IS IN PLACE WHILE THE CITY STAFF REVIEWS AND PREPARES RECOMMENDATIONS PERTAINING TO THE ZONING REGULATIONS REGARDING USES INCLUDING AUTOMATED CAR WASHES AUTO WASH RACKS AND AUTOMOBILE DETAILING.

AMBREEN BHATTY, CITY MANAGER 2-21-2018
DATE
Tonight we are requesting your approval of an amendment to the 43rd Year Purchase Assistance Program for the Community Development Block Grant (CDBG) funding. Due to the rising cost of housing, it is necessary to increase the amount of down payment assistance provided through the CDBG program to assist the first time homebuyers in qualifying for a mortgage. Housing prices have increased substantially, thereby necessitating a higher down payment in order to obtain a reasonable monthly mortgage payment. Administration recommends increasing the maximum down payment assistance from $16,000 to $30,000. This modification does not constitute a program change as we are still recommending the implementation of a purchase assistance program however; we are presenting this change as a courtesy for Commission consideration and consent by motion.

Background
In November 2016, the Commission approved the submittal of applications to Broward County to fund a purchase assistance program. The funding award letter was received one year later in November 2017. This program contemplated assisting 10 new homeowners with a maximum of $16,000 in down payment assistance. However, several things have happened since 2016 that indicate the need to revisit the program design.

- Housing prices have increased substantially. Based on a recent “Market Watch” publication, the average single family home in North Lauderdale is selling for $145,000. A 20% down payment would be $29,000 which will result in a reasonable monthly mortgage payment for qualified low and moderate income families.
- In response to the increased housing prices, other cities have increased their amount of down payment assistance. To stay competitive and attract first time homebuyers, the City should also consider increasing their down payment assistance amount.
- The City has an extensive waiting list for the purchase assistance program because applicants are having difficulty qualifying for a mortgage and they are choosing to purchase in other cities where the down payment assistance is greater.
- The program year began October 1, 2017; however, as of the writing of this memorandum, the County has not yet sent the contract to the City nor issued a Notice to Proceed. We are now 4 months into the program year with no contract. This leaves us 7 months to implement and spend the money.
For all of these reasons, the Administration recommends that the most effective way to utilize the limited CDBG funding and to spend the money in a timely manner and address the most pressing needs of the community, is to increase the down payment assistance from $16,000 to $30,000. Previous Commission approval permitted the administrative modification of the program and application as long as the program itself did not change.

By increasing the amount of down payment assistance and utilizing a sliding scale based on household income and family size, the City can facilitate the qualification of first time homebuyers for mortgages as the housing market recovers and the purchase prices increase. Upon the County’s approval, we propose to implement the revised Purchase Assistance Scale immediately.

The 43rd Year application would be revised as follows;

1. **Purchase Assistance Program** - This Purchase Assistance program, utilizing approximately $174,000 of the total funding, will provide up to $30,000 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 on a city-wide basis.

**RECOMMENDATION:**

The City Administration recommends Commission’s approval by motion to amend the current 43rd Year Purchase Assistance Program by increasing the maximum amount of purchase assistance to income eligible applicants up to $30,000 based on a sliding scale.
Tonight we are requesting your approval of the submittal of the Community Development Block Grant (CDBG) application to Broward County for Year 44 funding. The County has notified City Administration that North Lauderdale’s share of CDBG funds for the 44th year (Fiscal Year October 2018 to September 2019) is approximately $250,254. The City must submit an application for the implementation of eligible projects before the contingent March 2018 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. In past years, funding through this program has been used for a Residential Hardening Program and a Purchase Assistance Program. The funds for the 43rd CDBG program year that began October 1, 2017 will be used to continue the city-wide purchase assistance program. Based upon the needs of the City, contrary to previous years, it is recommended that we apply for the 44th Year’s funding to be used to fund a capital improvement project as described below:

1. **Silver Lakes Drainage Improvement Project** – This capital project will allow the City to connect two separate drainage networks as a means of improving the drainage system on SW 10th Street, SW 10th Court and SW 76th Ave in the Silver Lakes neighborhood. The City will install approximately 1,500 LF of 24 foot concrete drainage connectors to six drainage structures. Construction will take place in the modified swale areas of SW 10th Street, SW 10th Court and SW 76th Avenue. It is anticipated that construction will be completed within the timeframe of the grant. By improving the drainage system, excess water will be properly drained from walkways, driveways, and roofs to avoid flooding resulting in a more sustained community.

The proposed use of funding for this project was also presented to the Housing Authority at their last scheduled meeting held on Tuesday, February 20, 2018 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 for 44th year (fiscal year October 1, 2018 – September 30, 2019) in the estimated amount of $250,254 for the Silver Lakes Drainage Improvement Project and take all necessary actions to implement the approved program, 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 program 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 OF THE CITY OF NORTH LAUDERDALE, FLORIDA, TO APPLY FOR AND TO FILE SUCH DOCUMENTS AS MAY BE REASONABLY REQUIRED FOR AVAILABLE 44th YEAR (FISCAL YEAR OCTOBER 1, 2018 – SEPTEMBER 30, 2019) COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS IN THE ESTIMATED AMOUNT OF $250,254 FOR THE SILVER LAKES DRAINAGE IMPROVEMENT PROJECT 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 28 years and;

WHEREAS, the City has been notified of the availability of funding for the 44th year and is desirous of applying for said funds; and

WHEREAS, in the past, the City has administered 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 a program that will improve the drainage infrastructure of the Silver Lakes neighborhood of the City to remove excess water to avoid flooding; and

WHEREAS, Administration has recommended that an application be submitted for the Silver Lakes Drainage Improvement Project; and

WHEREAS, Commission hereby approves the submittal of said application to assist the City in improving the drainage system along SW 10 Street, SW 10th Court, and SW 76th Ave of the Silver Lakes neighborhood.

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 44th Year Community Development Block Grant funds in an estimated amount of $250,254 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 Silver Lakes Drainage Improvement Project.

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 ___________________, 2018.

APPROVED AS TO FORM:

______________________________
CITY ATTORNEY SAMUEL S. GOREN

______________________________
MAYOR JACK BRADY

______________________________
VICE MAYOR RICH MOYLE

ATTEST:

______________________________
CITY CLERK PATRICIA VANCHERI
TO: Mayor and City Commission

FROM: Ambreen Bhatti, City Manager

BY: George Krawczyk, Public Works/Utilities Director

DATE: February 27, 2018

SUBJECT: Gravity Sewer Main Lining in Lift Station #4 Basin Area

As you may recall, in an effort to continue lowering the lift station run times and the quantity of sewage that is transmitted to the County, the Commission approved the allocation of funds in the fiscal year 2018 budget to continue sanitary sewer rehabilitation program throughout the City. Layne Inliner is currently working on completing the Lift Station (LS) #1 and #14 basin main lines and the next phase recommended by staff is to begin the gravity sewer main lines in LS #4 basin as those lines tie into LS #1 basin.

The City staff is proposing to continue to use Layne Inliner, LLC as the vendor to do the work on the gravity sewer main lines in the LS #4 basin. As mentioned above, they have done work for the City in the past and staff is highly pleased with their work performance. Layne Inliner, LLC was the lowest responsive bidder through the City of Plantation bid, ITB 041-14 and was contracted by the City of Plantation for similar work. Staff is proposing tonight to piggyback off the Plantation contract as the vendor has agreed to honor terms of the Plantation contract for our project. Based upon the Plantation contract specifications and the rate structure, the total cost to implement the lining of a section of LS #4 basin, is determined to be approximately $270,000.00. Layne Inliner is a local vendor who is available to start work right away and has agreed to conduct this work per City’s schedule.

RECOMMENDATION:

The City Administration recommends that the City Commission approves the attached Resolution authorizing the City Manager or designee to award Layne Inliner, LLC to begin the lining of the LS #4 gravity sewer mains, in an amount not to exceed $270,000.00 using the City of Plantation bid ITB 041-14 for the continuation of the sanitary sewer rehabilitation program.
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 TO BEGIN THE LINING OF THE LS #4 GRAVITY MAINS, IN AN AMOUNT NOT TO EXCEED $270,000.00 USING THE CITY OF PLANTATION CONTRACT, ITB 041-14 FOR THE CONTINUATION OF THE SANITARY SEWER REHABILITATION PROGRAM; 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, for the lining of LS #4 gravity sewer mains.

Section 2: That the funding for this project, in an amount not to exceed $270,000.00, has been appropriated in fiscal year 2018.

Section 3: That the City will piggyback 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 27th day of February, 2018.

APPROVED AS TO LEGAL FORM:

CITY ATTORNEY SAMUEL S. GOREN

____________________________
MAYOR JACK BRADY

____________________________
VICE MAYOR RICH MOYLE

ATTEST:

____________________________
PATRICIA VANCHERI, CITY CLERK
PROPOSAL

DATE: February 15, 2018

SUBMITTED TO: City of North Lauderdale
701 SW 71st Avenue
North Lauderdale, FL 33068-2395
Attn: George Krawczyk
Shani Bryce-Grant, P.E.

PROJECT: Lift Stations #4 and #14

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

Two Hundred Seventy Thousand dollars and no cents ($270,000.00)

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 Workmen’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>
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<td>4,168</td>
<td>LF</td>
<td>$28.50</td>
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<td>Item #1-3 – Furnish/Install 10” CIPP (6 mm)</td>
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<td>Item #1-21 – Traffic Control – Barricades</td>
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<td>EA</td>
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<tr>
<td>TOTAL</td>
<td></td>
<td></td>
<td></td>
<td>$270,000.00</td>
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*Due to the high number of laterals, the proposed price reflects a discount from the $500.00 unit price contained within the City of Plantation Contract ITB No. 041-14

NOTE:
1. Pricing based on unit prices contained in contract between Layne Inliner, LLC and the City of Plantation, Contract No. ITB No. 041-14.
2. Inliner to be installed as per ASTM & manufacturer’s specifications.
3. This proposal is subject to pre-TV inspection by Layne Inliner, LLC indicating that line conditions are acceptable for installation of Inliner.
4. Price quoted does not include point repairs if required prior to installing Inliner.
5. Layne Inliner, LLC shall furnish the City of North Lauderdale with a final inspection CD of the rehabilitated sanitary sewer lines.

Signature

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.

Date of Acceptance

Authorized Signature

Printed Name & Title
As you may know, a new townhouse development is under construction along SW 13th Street, east of 441. To accommodate the additional load on the existing gravity system due to this development, and to be proactive in the sewer rehabilitation program City staff has determined that gravity sewer main lines in Lift Station (LS) #3 basin are in need of lining.

The City staff is proposing to use Hinterland Group, Inc as the vendor to do the work on the gravity sewer main lines in LS #3 basin. They have done work for the City in the past and staff has not had any issues with their work product. Hinterland was the lowest and most responsive bidder through the City of West Palm Beach bid, ITB 14-15-119 and was contracted by the City of West Palm Beach. Staff is proposing to piggyback off the West Palm Beach contract and award the contract to Hinterland Group Inc, in an amount not to exceed $136,609.00 for the gravity sewer main lining project in LS #3. Hinterland Group, Inc, is available to start work soon and has agreed to conduct this work per City’s schedule.

**RECOMMENDATION:**

The City Administration recommends that the City Commission approves the attached Resolution authorizing the City Manager or designee to award Hinterland Group, Inc. to line the gravity sewer mains in the LS #3 basin, for an amount not to exceed $136,609.00, using the Palm Beach County contract ITB 14-15-119, for the continuation of sanitary sewer rehabilitation program.
RESOLUTION NO. _________________

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF NORTH LAUDERDALE, FLORIDA, AUTHORIZING THE CITY MANAGER OR HER DESIGNEE TO AWARD HINTERLAND GROUP, INC. TO LINE THE GRAVITY SEWER MAINS IN THE LS#3 BASIN FOR AN AMOUNT NOT TO EXCEED $136,609.00, USING THE CITY OF WEST PALM BEACH CONTRACT, ITB 14-15-119, FOR THE CONTINUATION OF THE SANITARY SEWER REHABILITATION PROGRAM; AND PROVIDING AN EFFECTIVE DATE.

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

Section 1: That the City will accept the piggyback bid off the City of West Palm Beach Contract ITB 14-15-119, for pricing and scope of work of similar nature.

Section 2: That the City Commission of the City of North Lauderdale, Florida authorizes the City Manager or her designee to accept the bid from Hinterland Group, Inc.

Section 3: That the funding for this project, in an amount not to exceed $136,609.00, has been appropriated in fiscal year 2018.

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 27th day of February, 2018.

APPROVED AS TO LEGAL FORM:

__________________________________  __________________________________
CITY ATTORNEY SAMUEL S. GOREN  MAYOR JACK BRADY

__________________________________  __________________________________
VICE MAYOR RICH MOYLE  ATTEST:

__________________________________  __________________________________
PATRICIA VANCHERI, CITY CLERK
Proposal

To:                     City of North Lauderdale                Date:               1/26/2018
Attn:                   Shari H. Grant, P.E.                      Quote #            LS #3 Basin
Phone:                  954-597-4754
Email:                  mailtosagrant@nlauderdale.org

Job Location: LS #3 Basin

Job Description and Scope Inclusion:
All Pricing Based on City of West Palm Beach Contract 14-15-119

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<tr>
<th>Item #</th>
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<th>Unit</th>
<th>Unit Price</th>
<th>Extended Price</th>
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<td>Video of Above Ground conditions, Post-Con.</td>
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<tr>
<td>14</td>
<td>Traffic Cones (30 per day X 10 Days)</td>
<td>300.00</td>
<td>ED</td>
<td>$1.00</td>
<td>$300.00</td>
</tr>
<tr>
<td>15</td>
<td>Flagman (If Required) (8 Hrs. X 10 Days)</td>
<td>80.00</td>
<td>HR</td>
<td>$25.00</td>
<td>$2,000.00</td>
</tr>
<tr>
<td>22</td>
<td>8” X 5MM CIPP</td>
<td>4,141.00</td>
<td>LF</td>
<td>$26.00</td>
<td>$107,666.00</td>
</tr>
<tr>
<td>182</td>
<td>Medium Cleaning, 6”-12”</td>
<td>4,141.00</td>
<td>LF</td>
<td>$3.00</td>
<td>$12,423.00</td>
</tr>
<tr>
<td>209</td>
<td>Bypass Pumping, 6”-10”</td>
<td>10.00</td>
<td>EA</td>
<td>$800.00</td>
<td>$8,000.00</td>
</tr>
</tbody>
</table>

Grand Total Proposal : $136,609.00

Proposal Exclusions
Per Contract 14-15-119 City of West Palm Beach

Best Regards,

Chase Rogers
Chase Rogers
Estimator

992 W. 15TH STREET, RIVERA BEACH, FL 33404
561-640-3503 OFFICE  321-633-7067 FAX
CGC1520354  CUC1224634  CBC1255077  EC13003615
TO: Mayor and City Commission

FROM: Ambreen Bhatti, City Manager

BY: George Krawczyk, Public Works/Utilities Director

DATE: February 27, 2018

SUBJECT: Gravity Sewer Lateral Rehabilitation in Lift Station #9 Basin

As you may recall, in an effort to continue lowering the lift station run times and the quantity of sewage that is transmitted to the County, the Commission approved the allocation of funds in the fiscal year 2018 budget to continue the sanitary sewer lining rehabilitation program citywide. The first areas identified for this project are the gravity sewer main lines and the next phase would include lining of the sewer laterals that will tie into these main lines. The lining of the sewer gravity main lines in the Lift Station (LS) #9 basin were completed in the summer of 2016 and now the lining of the laterals is needed to continue to seal up the gravity sewer system.

The City staff is proposing to use LMK Pipe Renewal LLC as the vendor to begin the work on the sewer lateral lining in the LS #9 basin. They have done this work for the City in the past and staff is pleased with their work product and methodologies. LMK Pipe Renewal LLC was the lowest responsive bidder through the City of Plantation bid, ITB 042-14 and was contracted by the City of Plantation. Staff is proposing to piggyback off the Plantation contract and the vendor has agreed to the terms of this proposal. Based upon the Plantation contract specifications and the rate structure, the total cost for the LS #9 lateral lining project is determined to be $400,000.00. LMK is a local vendor who is available to start work soon and has agreed to conduct this work per City’s schedule.

RECOMMENDATION:

The City Administration recommends that the City Commission approve the attached resolution authorizing the City Manager or her designee to award a contract to LMK Pipe Renewal LLC, to begin the sewer lateral lining in the LS #9 basin for an amount not to exceed $400,000.00 using the City of Plantation contract ITB 042-14, for the continuation of the sanitary sewer lining rehabilitation program.
RESOLUTION NO. __________________________

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF NORTH LAUDERDALE, FLORIDA, AUTHORIZING THE CITY MANAGER OR HER DESIGNEE TO AWARD LMK PIPE RENEWAL, LLC TO BEGIN THE SEWER LATERAL LINING IN THE LS #9 BASIN FOR AN AMOUNT NOT TO EXCEED $400,000.00, USING THE CITY OF PLANTATION CONTRACT ITB 042-14 FOR THE CONTINUATION OF THE SANITARY SEWER REHABILITATION PROGRAM; AND PROVIDING AN EFFECTIVE DATE.

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

Section 1: That the City will accept the piggy-back bid off the City of Plantation Contract ITB 042-14 for pricing and scope of work of similar nature.

Section 2: That the City Commission of the City of North Lauderdale, Florida authorizes the City Manager or her designee to accept the bid from LMK Pipe Renewal, LLC.

Section 3: That the funding for this project, in an amount not to exceed $400,000.00, has been appropriated in fiscal year 2018.

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 27th day of February, 2018.

APPROVED AS TO LEGAL FORM:

______________________________
CITY ATTORNEY SAMUEL S. GOREN

______________________________
MAYOR JACK BRADY

______________________________
VICE MAYOR RICH MOYLE

ATTEST:

______________________________
PATRICIA VANCHERI, CITY CLERK
PROPOSAL

LMK Pipe Renewal LLC
131 S 25th Street
Fort Lauderdale, FL 33309
(954) 772-0075 office - (954) 294-6303 cell - Email: Frank@lmpipe.com

Submitted To: North Lauderdale, City of
701 SW 11th Avenue
North Lauderdale, FL 33068
Attention: Ms. Shani Grant

Date: February 8, 2018

项目: Lift Station 40, Lateral Lining - Revised Proposal

Payment terms: 1) Progress payments monthly, after work completed. Payment within 30 days.

Authorized Signature: X_____________________

Frank Schutz

We hereby submit prices to furnish and install the following items:

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>QTY</th>
<th>UNIT</th>
<th>PRICE</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Bid Item #2-1 - CIP Lining, 6 to 15-inch full circle main connection 4&quot;, 5&quot; or 6&quot; x 4.5mm lateral piping, minimum 10 LF of lateral (all depths)</td>
<td>92</td>
<td>EA</td>
<td>$3,675.00</td>
<td>384,500.00</td>
</tr>
<tr>
<td>2</td>
<td>Bid Item #3-4 - Lateral Lining 4&quot; or 6&quot; x 4.5mm pipe, beyond 10 linear feet (all depths)</td>
<td>1,100</td>
<td>LF</td>
<td>$33.00</td>
<td>36,300.00</td>
</tr>
<tr>
<td>3</td>
<td>Bid Item #3-12 - Sewer lateral TV from main w/ P&amp;I Camera (up to 20 feet)</td>
<td>92</td>
<td>EA</td>
<td>$105.00</td>
<td>15,180.00</td>
</tr>
<tr>
<td>4</td>
<td>Bid Item #3-15 - Cleanout Installation in grass area, 3&quot; to 8-inch gravity pipe, depths up to 5 feet (includes restoration)</td>
<td>65</td>
<td>EA</td>
<td>$955.00</td>
<td>72,050.00</td>
</tr>
<tr>
<td>5</td>
<td>Bid Item #3-16 - Cleanout Installation in asphalt area, 3&quot; to 8-inch gravity pipe, depths up to 5 feet (includes restoration)</td>
<td>4</td>
<td>LF</td>
<td>$955.00</td>
<td>3,820.00</td>
</tr>
<tr>
<td>6</td>
<td>Bid Item #3-17 - Cleanout Installation in concrete area, 3&quot; to 8-inch gravity pipe, depths up to 5 feet (includes restoration)</td>
<td>2</td>
<td>EA</td>
<td>$1,100.00</td>
<td>5,500.00</td>
</tr>
<tr>
<td>7</td>
<td>Bid Item #3-18 - Cleanout Installation beyond 5 feet in depth</td>
<td>58</td>
<td>EA</td>
<td>$1.00</td>
<td>59.00</td>
</tr>
<tr>
<td>8</td>
<td>Bid Item #3-22 - Traffic control - hourly charge for each flagger</td>
<td>100</td>
<td>HR</td>
<td>$25.00</td>
<td>2,500.00</td>
</tr>
<tr>
<td>9</td>
<td>Bid Item #3-23 - Traffic control - daily charge for snow board</td>
<td>5</td>
<td>Day</td>
<td>$40.00</td>
<td>200.00</td>
</tr>
<tr>
<td>10</td>
<td>Bid Item #3-24 - Traffic control - daily charge for each barricade</td>
<td>100</td>
<td>EA</td>
<td>$0.75</td>
<td>75.00</td>
</tr>
</tbody>
</table>

Note: Accurate Quantities and measurements depend on finding during initial TV inspection. There may be existing cleanouts which are unknown at this time. 0.00

Crew quoted is a V/r Ac. F.ree
If Box Cables are needed for cleaned-out caps they are to be supplied by City.

Sub Total $398,505.00

Terms & Conditions:
1. LMK Pipe Renewal LLC reserves the right to subcontract or otherwise assign the contract to an entity that is not a supplier of the agreed-upon material.
2. LMK Pipe Renewal LLC reserves the right to subcontract or otherwise assign the contract to an entity that is not a supplier of the agreed-upon material.
3. LMK Pipe Renewal LLC reserves the right to subcontract or otherwise assign the contract to an entity that is not a supplier of the agreed-upon material.
4. LMK Pipe Renewal LLC reserves the right to subcontract or otherwise assign the contract to an entity that is not a supplier of the agreed-upon material.
5. LMK Pipe Renewal LLC reserves the right to subcontract or otherwise assign the contract to an entity that is not a supplier of the agreed-upon material.
6. LMK Pipe Renewal LLC reserves the right to subcontract or otherwise assign the contract to an entity that is not a supplier of the agreed-upon material.
7. LMK Pipe Renewal LLC reserves the right to subcontract or otherwise assign the contract to an entity that is not a supplier of the agreed-upon material.
8. LMK Pipe Renewal LLC reserves the right to subcontract or otherwise assign the contract to an entity that is not a supplier of the agreed-upon material.
9. LMK Pipe Renewal LLC reserves the right to subcontract or otherwise assign the contract to an entity that is not a supplier of the agreed-upon material.
10. 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.

Authorized Signature: X_____________________

Frank Schutz

Date of Acceptance: ____________________________

Note: This proposal may be submitted for decision if completed before the ______th of ________.

Authorized Signature: X_____________________

Frank Schutz

Date of Acceptance: ____________________________

Note: This proposal may be submitted for decision if completed before the ______th of ________.
TO: Mayor and City Commission

FROM: Ambreen Bhaty, City Manager

BY: George Krawczyk, Public Works/Utilities Director

DATE: February 27, 2018

SUBJECT: Replacement of Vacuum Drum Filter Press at the Water Plant

As part of the City of North Lauderdale’s water treatment process, a bi-product called lime sludge is produced, thickened and then pressed to be hauled away to a disposal facility. Over the past several months the vacuum drum component of the EIMCO sludge press system process has been failing and has been mostly inoperable.

The existing EIMCO sludge press system was originally installed in 1977 and the two main components are the sludge thickener and the rotary vacuum drum filter (RVDF). The service life of an EIMCO sludge press system is typically 30 years per industry standard. The proper maintenance by the City and the fact that it does not have to run continuously had extended the lifespan of this system. The sludge thickener was rehabilitated in FY 2017 and now the other major component unit, the drum, has started to show signs of deterioration as many structural and mechanical failures have started to appear. The staff contacted the factory authorized representative for EIMCO, who in coordination with an independent Engineer from CPH hired by the City, have been evaluating our sludge press system for several months now and they have come to a professional conclusion that the drum should be replaced.

Since we only need to replace the drum of the existing EIMCO sludge press system, we have to purchase the drum unit that would be compatible with the other components of the total system. Re-build-it Services Group, from Salt Lake City, is the factory authorized vendor who specializes in EIMCO products throughout the country. They have the proper expertise on this EIMCO unit and therefore staff recommends using this vendor.

The City staff has reviewed the proposal from Rebuild-it Services Group and agrees to the terms of the proposal for this work. The total cost of the project is estimated to be $391,566.00. However, staff would also like the approval of another $5,000 as contingency fund in case there are any unforeseen costs that may arise during the project.

Although funding for this specific project was not budgeted in the FY 2018 budget, we have enough funding available in the sewer lining projects fund that can be adjusted to pay for this project due to the urgency of getting this unit this year. This adjustment would not require any budget amendment as both these funds are allocated in the same 401 Utilities fund and the overall budget will not go over the approved budget. After approval tonight,
this work shall commence on the Engineering Drawings and the actual construction will begin in July of 2018.

**RECOMMENDATION:**

The City Administration recommends Commission’s consideration and approval of the attached resolution authorizing the City Manager or designee to accept the proposal from Rebuild-it Services Group, for the amount not to exceed $391,566.00 for the replacement of the EIMCO Rotary Vacuum Drum Filter unit and $5,000 in contingency funds.
RESOLUTION NO. ____________

A RESOLUTION OF THE CITY OF NORTH LAUDERDALE, FLORIDA AUTHORIZING THE CITY MANAGER OR DESIGNEE TO ACCEPT THE PROPOSAL FROM REBUILD-IT SERVICES GROUP, FOR THE AMOUNT NOT TO EXCEED $391,566.00 FOR THE REPLACEMENT OF THE EIMCO ROTARY VACUUM DRUM FILTER UNIT AND $5,000 IN CONTINGENCY FUNDS; AND PROVIDING AN EFFECTIVE DATE.

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

Section 1. The City Commission accepts that Rebuild-it Services Group is an EIMCO factory authorized vendor with expertise in repair/replacement of EIMCO products.

Section 2. The City staff has chosen the option that Rebuild-it Services Group shall also provide and coordinate the crane services for the project and that cost is included in the project cost.

Section 3. The City Commission approves a contingency of $5,000 for any unforeseen costs that may arise during the work of this project.

Section 4. This work shall be funded through a 401 Utilities Fund R&M line item.

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


APPROVED AS TO FORM:

___________________________
CITY ATTORNEY SAMUEL S. GOREN

___________________________
MAYOR JACK BRADY

___________________________
VICE MAYOR RICH MOYLE

ATTEST:

___________________________
CITY CLERK PATRICIA VANCHERI
DATE: January 29, 2018

PROPOSAL NUMBER: Q121439-A

PREPARED FOR:
City of North Fort Lauderdale, FL
841 SW 71st Avenue
North Lauderdale, FL 33068
Attention: Rudy Perez
Email: rperez@uswatercorpor.net
Phone: 954-724-7071

SCOPE OF WORK:
Replacement EIMCO Rotary vacuum filter and accessory platform. Turn-key installation services are included.

PREPARED BY:
Rebuild-it Services Group, LLC.
6810 South 300 West, Suite 8
Midvale, Utah 84047
Terry A. Reyburn
Main: (888) 709-5676
Direct: (385) 235-6924
Mobile: (801) 828-5369
E-Mail: treyburn@rebuild-it.com
Website: rebuild-it.com

REBUILD-IT SERVICES GROUP
YOUR SOURCE FOR ALL EIMCO® PARTS AND SERVICES

EIMCO IS SOLELY OWNED BY FLEMING USA.
PROJECT SUMMARY:

Rebuild-it Services Group, LLC. (RSG) is pleased to offer the following proposal to provide a replacement Rotary Drum Vacuum EIMCOBELT Hi-Sub Filter and Accessory Platform with installation services. This unit will replace the existing 6'-0 x 8'-0 EIMCOBELT filter; serial No. 21120-01 from 1977.

Rebuild-it Services Group (RSG) and FLSmidth are very pleased to offer you our engineering services and equipment for this project. We believe that RSG & FLSmidth is uniquely qualified for this project based on the level of experience in the area of liquid solid separation, filtration technology, and the supply of process equipment for various industries. RSG/FLS believes in forming strong process teams with our clients and providing engineered solutions that will meet your needs.

Our engineers, designers, instrumentation and management personnel will be the partner of choice for this project and future projects down the road.

In summary, the Vacuum Dewatering System quoted by RSG is the very best design and quality on the market today. They are designed for simplicity of operation and to minimize maintenance and spare parts costs.
SCOPE OF WORK:

We include the following:

- Design engineering
- Drum shell, mild stl, painted
- Drum heads, mild stl, painted.
- Trunnions
- Internal piping
- Drainage grids/Division strips
- Shipping cradle
- All hardware and fasteners
- Freight
- Start-up services and training
- New O&M manuals.

SURFACE PREPARATION AND PAINT:

**Non-Wetted**: Carbon steel surfaces not otherwise protected to receive a sand blast SSPC-SP6 (commercial blast) followed by:
- Primer: One (1) coat, 4-6mils DFT
- Finish: One (1) coat, 4-6mils DFT, FLS Blue

**Wetted**: Carbon steel surfaces not otherwise protected to receive a sand blast SSPC-SP10 (near-white blast) followed by:
- Primer: One (1) coat, 4-6mils DFT
- Finish: One (1) coat, 4-6mils DFT, FLS Blue

Guards are painted safety yellow. All machined surfaces will be coated with a rust inhibitor prior to shipment. All buyouts shall be painted in accordance with the manufacturer's standard practice where applicable. All wetted stainless steel parts shall be left uncoated.

Replacement Accessory Platform:

- Vacuum receiver
- Vacuum Pump and filtrate pump
- Silencer/seperator
- Motors
- Interconnecting piping
- Belts guards, plate and fasters.
- O&M manual.
**EXCLUDED ITEMS FROM SCOPE OF SUPPLY:**
- Finishing painting, touch-up paint only
- Electrical connect and reconnect
- Electrical controls, mounting plates, brackets, conduit, wiring, mounting channels, light posts, photocells, etc.
- Concrete work
- Piping to drum filter to accessory platform- upstairs to downstairs (reuse existing)
- Lubricating oils / greases
- Access stairways, walkways, gratings, handrailning, etc.
- Control panels except as specifically noted.
- Roll up doors
- Parts not mentioned above

**Labor Portion:**

The scope of work for this project is as follows;
- Site mobilization and travel time to the job site.
- Demo of existing drum filter and platform.
- Offload & Install furnished replacement filter and platform.
- Replacement of the drum filter and accessory platform
- Re-use existing connection piping (drum to accessory platform)
- Support of superstructure as needed
- Crane, Mats, rigging and related equipment
- Demobilization of personnel and clean-up area.
- Testing and check out of new drum filter.
- Check out and start-up Services (1-2 days on site)
- One shift, 10 hours per day
- Installation of electrical and/or instrumentation to be by others.
- Concrete demolition and/or repair.
- Concrete work.
- Assumes reasonable access to basins.
- No coating on site- touch up paint only
- Hazardous material abatement, handling and/or disposal.
- Any work not specifically included.
- Draining and cleaning of the filter and vat
- Deposing of old debris/parts.
- Lubrication for drive unit.
SCHEDULE:
Delivery of drum filter and accessory platform is approx. 22 weeks. The installation will take approx. 1 week with the start-up, training and testing the following week.

PRICING:

Pricing for drum filter, accessory platform and turn-key services as described above.......$391,566.00
Materials: $286,648.00
Labor: $104,918.00
Total $391,566.00

Please be sure to reference this quotation number and date on your purchase order. Remit order to:

Rebuild-it Services Group, LLC.
P.O. Box 651206
Salt Lake City, Utah 84165
Attention: Candace King, cking@rebuild-it.com

Payment terms are 50% of materials after submittals and engineering and 50% of materials after shipping of drum filter and 100% of labor after completion to your satisfaction.
PRICING AND PAYMENT TERMS:

We appreciate the opportunity to offer our parts & services. Upon receipt of an order, we assure you of our continued interest and service. RSG will provide the best service possible to ensure we exceed your expectations.

This proposal, including all terms and conditions contained herein, shall become part of any resulting contract or purchase order. Changes to any terms and conditions, including but not limited to submittal and shipment days, payment terms, and escalation clause shall be negotiated at order placement, otherwise the proposal terms and conditions contained herein shall apply.

Terms: 50% of the materials payable after submittals and engineering is complete, 50% of the materials are payable after the drum filter ships and 100% of the labor is due after the service is completed. Net 30 days from shipment or after service is completed. The prices are good for 60 days.

Sales Tax: No sales taxes, use taxes, or duties have been included in our pricing. Unless you live in Utah, we are not registered to collect sales tax in your state. If you are not tax exempt, please remit taxes directly to the governing authorities.

Freight: Prices quoted are F.O.B. shipping point with freight prepaid and added to a readily accessible location nearest to jobsite, unless otherwise indicated. All claims for damage or loss in shipment shall be initiated by purchaser.

Shipment: Shipping times noted within this proposal are estimated and will be finalized once an order has been received and accepted.

Field Service: Prices do not include field service unless noted in the rebuild scope of work description. Additional field service is available at $900.00 per day plus expenses.

OEM Parts: If applicable RSG will quote OEM factory parts furnished by FLSmidth USA, Inc. FLSmidth owns EIMCO® and Dorr-Oliver™ registered trademarks. FLSmidth is the sole owner of EIMCO® and Dorr-Oliver™ registered trademarks and brand names.

EIMCO & Dorr-Oliver: RSG is the only authorized distributor for EIMCO and Dorr-Oliver parts and services for FLSmidth in the municipal market. No other company is authorized to use the EIMCO or Dorr-Oliver name or trademark unless approved by FLSmidth or Rebuild-it Services Group.
WARRANTY & TERMS AND CONDITIONS:

Parts and/or Equipment manufactured or rebuilt and sold by Rebuild-it Services Group, once paid for in full, is backed by the following warranty:

For the benefit of the original user, RSG warrants all new parts and equipment sold or rebuilt RSG, LLC. to be free from defects in material and workmanship, and will replace or repair, F.O.B. its factories or other location designated by it, any part or parts returned to it which RSG’s examination shall show to have failed under normal use and service by the original user within two (2) years following initial start-up, or two (2) years and six (6) months from shipment to the purchaser, whichever occurs first.

Such repair or replacement shall be free of charge for all items except for those items such as resin, filter media and the like that are consumable and normally replaced during maintenance, with respect to which, repair or replacement shall be subject to a pro-rata charge based upon RSG’s estimate of the percentage of normal service life realized from the part. RSG’s obligation under this warranty is conditioned upon its receiving prompt notice of claimed defects, which shall in no event be later than thirty (30) days following expiration of the warranty period, and is limited to repair or replacement as aforesaid.

This warranty is expressly made by RSG and accepted by purchaser in lieu of all other warranties, including warranties of merchantability and fitness for particular purpose, whether written, oral, express, implied, or statutory. RSG shall not be liable for normal wear and tear, corrosion, or any contingent, incidental, or consequential damage or expense due to partial or complete inoperability of its equipment for any reason whatsoever.

This warranty shall not apply to equipment or parts thereof which have been altered or repaired outside of a RSG factory, or damaged by improper installation, application, or maintenance, or subjected to misuse, abuse, neglect, accident, or incomplete adherence to all manufacturer’s requirements, including, but not limited to, Operations & Maintenance Manual guidelines & procedures.

This warranty applies only to equipment made or sold by Rebuild-it Services Group, LLC (RSG).

RSG makes no warranty with respect to parts, accessories, or components purchased by the customer from others. The warranties which apply to such items are those offered by their respective manufacturers.

CONFIDENTIALITY:
All the information in this quotation is confidential and has been prepared for your use solely in considering services described. Transmission of all or any parts of this information to others or use by you for other purposes is unauthorized without our written consent.
PROPOSAL

8

TERMS AND CONDITIONS:

Terms and Conditions appearing in any order based on this proposal which are inconsistent herewith shall not be binding on Rebuild-it Services Group (RSG). The sale and purchase of equipment described herein shall be governed exclusively by the foregoing proposal and the following provisions:

1. SPECIFICATIONS: RSG is furnishing its standard equipment as outlined in the proposal and as will be covered by final approved drawings if applicable. The equipment will, however, meet the general intention of the mechanical specifications of these documents.

2. ITEMS INCLUDED: This proposal includes only the equipment specified herein and does not include erection, installation, accessories, nor associated materials such as outreach piping, etc., unless specifically listed.

3. PRICE AND DELIVERY: All selling prices quoted are subject to change without notice after 30 days from the date of this proposal unless specified otherwise. Unless otherwise stated, all prices are F.O.B. RSG or its supplier's shipping points. All claims for damage, delay, or shortage arising from such equipment shall be made by Purchaser directly against the carrier. When shipments are quoted F.O.B. job site or other destination, Purchaser shall inspect the equipment shipped, notifying RSG of any damage or shortage within forty-eight hours of receipt, and failure to so notify RSG shall constitute a acceptance by Purchaser, relieving RSG of any liability for shipping damages or shortages.

4. PAYMENTS: All invoices are due 30 days. Delinquencies are subject to a 1.5 percent service charge per month or the maximum permitted by law, whichever is less on all past due accounts. Pro rata payments are due as shipments are made. If shipments are delayed by the Purchaser, invoices shall be sent on the date when RSG is prepared to make shipment and payment shall become due under standard invoice terms. If the work to be performed hereunder is delayed by the Purchaser, payments shall be based on the purchase price and percentage of completion. Products held for the Purchaser shall be at the risk and expense of the Purchaser. Unless specifically stated otherwise, prices quoted are for equipment only. These terms are independent of and not contingent upon the time and manner in which the Purchaser receives payment from the owner.

5. INSTALLATION SUPERVISION: Prices quoted for equipment do not include installation supervision, unless otherwise noted. RSG recommends and will, upon request, make available, RSG's then current rate, an experienced installation supervisor to act as the Purchaser's employee and agent to supervise installation of the equipment. Purchaser shall at its sole expense furnish all necessary labor, equipment, and materials needed for installation.

Responsibility for proper operation of equipment, if not installed by RSG or installed in accordance with RSG or original manufacturer's instructions, and inspected and accepted in writing by RSG or manufacturer representing RSG.

RSG will supply the safety devices described in this proposal or shown in RSG's or manufacturer represented drawings furnished as part of this order but excluding these, RSG shall not be required to supply or install any safety devices whether required by law or otherwise. The Purchaser hereby agrees to indemnify and hold harmless RSG from any claims or losses arising due to alleged or actual insufficiency or inadequacy of the safety devices offered or supplied hereunder, whether specified by RSG or Purchaser, and from any damage resulting from the use of the equipment supplied hereunder.

6. ACCEPTANCE OF PRODUCTS: Products will be deemed accepted without any claim by Purchaser unless written notice of non-acceptance is received by RSG within 30 days of delivery if shipped F.O.B. point of shipment, or 48 hours of delivery if shipped F.O.B. point of destination. Such written notice shall not be considered received by RSG unless it is accompanied by all freight bills for said shipment, with Purchaser's notations as to damages, shortages and conditions of equipment, containers, and seals. Non-accepted products are subject to the return policy stated below.

7. TAXES: Any federal, state, or local sales, use or other taxes applicable to this transaction, unless specifically included in the price, shall be for Purchaser's account.

8. INSURANCE: From date of shipment until the invoice is paid in full, Purchaser agrees to provide and maintain at its expense, but for RSG's benefit, adequate insurance including but not limited to, builders risk insurance on the equipment against any loss of any nature whatsoever.

9. SHIPMENTS: Any shipment of delivery dates received represent RSG's best estimate but no liability, direct or indirect, is assumed by RSG for failure to ship or deliver on such dates.

RSG shall have the right to make partial shipments and invoices covering the same shall be due and payable by Purchaser in accordance with the payment terms thereof. If Purchaser defaults in any payment when due hereunder, RSG may, without incurring any liability therefore to Purchaser or Purchaser's customers, declare all payments immediately due and payable with maximum legal interest thereon from the date of said payment, and at its option, stop all further work and shipments until all past due payments have been made, and/or require that any further deliveries be paid for prior to shipment.
Proposal No. Q121439-A

If Purchaser requests postponements of shipments, the purchase price shall be due and payable upon notice from RSG that the equipment is ready for shipment, and thereafter any storage or other charge RSG incurs on account of the equipment shall be for the Purchaser’s account.

If delivery is specified at a point other than RSG or its supplier’s shipping points, and delivery is postponed or prevented by strike, accident, embargo, or other cause beyond RSG’s reasonable control and occurring at a location other than RSG or its supplier’s shipping points, RSG assumes no liability in delivery delay. If Purchaser refuses such delivery, RSG may store the equipment at Purchaser’s expense. For all purposes of this agreement such tender of delivery or storage shall constitute delivery.

10. SURFACE PREPARATION AND PAINTING: If furnished, shop primer paint is intended to serve only as a minimal protective finish. RSG will not be responsible for the condition of primed or finish painted surfaces after equipment leaves its shops. Purchasers are invited to inspect paint in shops for proper preparation and application prior to shipment. RSG assumes no responsibility for field surface preparation or touch-up of shipping damage to paint. Painting of fasteners and other touch-up to painted surfaces will be by Purchaser’s own painting contractor after mechanism installation.

11. RETURN OF PRODUCTS: No products may be returned to RSG without RSG’s prior written permission. Said permission may be withheld by RSG at its sole discretion.

12. BACK CHARGES: RSG will not approve or accept back charges for labor, materials, or other costs incurred by Purchaser or others in modification, adjustment, service, or repair of RSG furnished materials unless such back charge has been authorized in advance in writing by a RSG employee and a purchase order, or work requisition signed by RSG.

13. INDEMNIFICATION: Purchaser agrees to indemnify RSG from all costs incurred, including but not limited to, costs and reasonable attorney fees, from enforcing any provisions of this contract, including but not limited to, breach of contract or costs incurred in collecting monies owed on this contract.

14. ENTIRE AGREEMENT: This proposal expresses the entire agreement between the parties hereto superseding any prior understandings, and is not subject to modification except by a writing signed by an authorized officer of each party.

15. EXTENDED STORAGE: Extended storage instructions will be part of information provided to shipment. If equipment installation and start-up is delayed more than 30 days, the provisions of the storage instructions must be followed to keep WARRANTY in force.

16. LIABILITY: Professional liability insurance, including but not limited to, errors and omissions insurance, is not included. In any event, liability for errors and omissions shall be limited to the lesser of $5,000,000 or the value of the particular piece of equipment (or the value of the entire order) supplied by RSG against which a claim is sought.

17. ARBITRATION NEGOTIATION: Any controversy or claim arising out of or relating to the performance of any contract resulting from this proposal or contract issued, or the breach thereof, shall be settled by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered to any court having jurisdiction.

ACCEPTED BY PURCHASER:

Customer Name: ___________________________ Customer Address: ___________________________

Contact Name: ___________________________ Contact Email: ___________________________

Contact Phone: ___________________________ Printed Name: ___________________________

Signature: ___________________________ Date: ___________________________
January 29, 2018

City of North Fort Lauderdale
841 SW 71st Avenue
North Fort Lauderdale, FL 33068
Attention: Rudy Perez

Subject: The Authorization and exclusivity of Rebuild-it Services Group, LLC (RSG) to sell and support EIMCO® Drum Filters Parts and Services in the Municipal Market.

Dear Rudy Perez,

Rebuild-it Services Group, LLC, through FLSmidth is the sole source supplier of EIMCO® parts and services for existing Rotary Drum Filters in the municipal market. FLSmidth has given the exclusive rights to Rebuild-it Services Group, LLC, to sell OEM Parts and Services for the repair and the rebuilding of EIMCO® and Dorr-Oliver® equipment in the Municipal Market. FLSmidth is the sole owner of the EIMCO® and Dorr-Oliver® brand names and trademarks and also the sole owner of all intellectual property of EIMCO® drum filters.

FLSmidth has not given the rights to any other company to support the EIMCO® and Dorr-Oliver® brand names in the Municipal Market with the exception of Dorr-Oliver® ODS Pump suppliers. Rebuild-it Services Group, LLC, is the sole provider of EIMCO® and Dorr-Oliver® parts and services in the Municipal Marketplace for FLSmidth. Rebuild-it Services Group, LLC, will receive full support from FLSmidth for the engineering, the execution of parts and the quality assurance related to the FLSmidth Company.

Sincerely,

[Signature]

Terry A. Reyburn
President
Rebuild-it Services Group
Salt Lake City, UT 84165
Office: 385-235-6924
Mobile: 801-828-5369
E-Mail: treyburn@rebuild-it.com
Website: rebuild-it.com

References:
- FLSmidth Company Authorization Letter
23 April 2015  

To Whom It May Concern:

Subject: Distributor Agreement between FLSmidth Salt Lake City, Inc. and Rebuild-it Services Group (RSG).

Dear Sir/Madam,

FLSmidth has given the authorization to sell and support Eimco and Dorr-Oliver parts and equipment into the municipal market to Rebuild-it Services Group (RSG). FLSmidth is the exclusive owner of the company names: Eimco and Dorr-Oliver. Outside of our DO Pump Reps, FLS has not given authorization to any other manufacturer or manufacturer representative to use or reference these company names in the municipal industry.

Rebuild-it Services Group (RSG) is now an Authorized Distributor for FLSmidth and therefore any Eimco and/or Dorr-Oliver related request for quote for parts and rebuilds (excluding Field Service and DO Pumps) for said equipment in the municipal market will be supported by Rebuild-it Services Group (RSG) out of Salt Lake City, UT.

Sincerely,

[Signature]

Eileen G. Turnipseed  
Customer Service Manager  
Direct: 801-871-7360  
Mobile: 801-608-4882  
eileen.turnipseed@flsmidth.com
October 26, 1995

TO:             CITY OF NORTH LAUDERDALE
                RICHARD

FROM:           PARLEY EDWARDS
                SERVICE PARTS DEPARTMENT
                PHONE: (801) 526-2054
                FAX:   (801) 526-2562

Enclosed you will find a copy of the parts list and corresponding assembly
drawings for your Eimco equipment serial number 22435-01.

In the event you should need assistance with technical questions, please feel free
to contact either Bob Robinson of our service group or Gary Nelson in our
engineering department. Their phone numbers are as follows:

    Bob Robinson    (801) 526-2404
    Gary Nelson     (801) 526-2296

Thank you,

Parley Edwards
To: Honorable Mayor and City Commission

From: Ambreen Bhatty, City Manager

By: Mitch Williams, Information Technology Manager

Date: February 27, 2018

Subject: Tyler Technology Annual Maintenance/License Payment

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

Under the terms of the agreement, “this Maintenance Agreement is effective on installation of the Tyler Software Products and shall remain in force for a one (1) year term. Upon expiration of this Maintenance Agreement, Client may renew the Maintenance Agreement for subsequent one (1) year periods at the then-current Application Software Maintenance Fees.” Per our initial agreement there is a 5% annual increase included in the maintenance fees. The cost to renew this agreement for an additional year from March 8, 2018 to March 7, 2019 is $77,621.00. The City may terminate this agreement at any time, providing that the City files written notice to Tyler Technologies, Inc., in accordance with the Termination clause of the agreement.

The City has allocated the funds necessary for this expenditure in every annual budget since 2007. The funds are appropriated in the City’s Information Technology Fund.

**RECOMMENDATION:**

The City Administration recommends Commission’s consideration and approval of the attached Resolution authorizing payment of the “MUNIS” maintenance fee in an amount not to exceed $77,621.00 for March 8, 2018 – March 7, 2019 to Tyler Technologies.
RESOLUTION NO. _______________

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF NORTH LAUDERDALE, FLORIDA, AUTHORIZING PAYMENT OF THE “MUNIS” MAINTENANCE FEE IN THE AMOUNT NOT TO EXCEED $77,621.00, FOR THE PERIOD OF MARCH 8, 2018 – MARCH 7, 2019 TO TYLER TECHNOLOGIES, INC.; AND PROVIDING AN EFFECTIVE DATE.

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

Section 1: That the City Commission of the City of North Lauderdale does hereby authorize payment of the MUNIS maintenance fee in the amount not to exceed $77,621.00 for the period of March 8, 2018 – March 7, 2019.

Section 2: That the funds for said purchase shall be provided from the FY 2018 adopted budget.

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

PASSED and ADOPTED by the City Commission of the City of North Lauderdale, Florida, this 27th day of February 2018.

APPROVED AS TO FORM:

________________________
CITY ATTORNEY SAMUEL S. GOREN

________________________
MAYOR JACK BRADY

________________________
VICE MAYOR RICH MOYLE

ATTEST:

________________________
CITY CLERK PATRICIA VANCHERI