

CITY OF NORTH LAUDERDALE
COMMISSION MEETING
TUESDAY, DECEMBER 11, 2018
REGULAR MEETING – 6:00 p.m.

AGENDA

- 1. INVOCATION AND PLEDGE OF ALLEGIANCE – Mayor Ana M. Ziade**
- 2. ROLL CALL**

Mayor Ana M. Ziade
Vice Mayor Samson Borgelin
Commissioner Rich Moyle
Commissioner Lorenzo Wood
Commissioner Mario Bustamante
City Manager Ambreen Bhatti
City Attorney Samuel S. Goren
City Clerk Patricia Vancheri
- 3. APPROVAL OF MINUTES**
 - a. November 13, 2018**
 - b. November 27, 2018**
- 4. PRESENTATIONS**
- 5. PUBLIC DISCUSSION**

6. QUASI-JUDICIAL ITEMS

**a. ORDINANCE – Second Reading - VAR- 18-01 Aldi Florida, LLC
1190 S State Rd 7**

Requesting a 5.5 foot side setback whereas a 10 foot side setback is required per Section 106-442 (4) of the City of North Lauderdale business district land development regulation code within a general business (B-3) zoning district.

APPLICANT: Aldi Florida, LLC

- All interested parties are sworn in by City Attorney
- Motion and second and vote to read title
- Staff presentation (Tammy Reed-Holguin)
- Public Hearing opened
- Public comments
- Public Hearing closed
- Commission motion and second to pass the ordinance on second reading
- Commission discussion
- Commission vote

AN ORDINANCE OF THE CITY OF NORTH LAUDERDALE, FLORIDA, APPROVING AND GRANTING A VARIANCE FROM THE NORTH LAUDERDALE CODE OF ORDINANCES, SECTION 106-442 (4) REGARDING THE REQUIRED 10 FOOT SIDE SETBACK; PROVIDING FOR STIPULATIONS AND CONDITIONS; PROVIDING THAT PROVISIONS NOT VARIED BY THIS ORDINANCE REMAIN IN FULL FORCE AND EFFECT; PROVIDING FOR CONFLICTS; AND PROVIDING AN EFFECTIVE DATE.

b. SUBJECT: Site Plan SPR 18-07 Aldi Grocery Store

Final Site Plan approval to construct a grocery store in a General Business (B-3) zoning district.

APPLICANT: Aldi Florida, LLC

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

MOTION: To approve the final site plan subject to the eleven (11) conditions set forth in staff memorandum.

- c. **SUBJECT: SEU 18-05 Star of David Broward Memorial Gardens II
North side of Bailey Road west of existing Star of David facility at
7701 Bailey Road. (Original SEU 99-01 and SEU 04-13).**

**Special Exception Use (SEU) Permit for Cemetery Use in a Community Facility
(CF) Zoning District.**

APPLICANT: Funeral Services Acquisition Group, Inc.

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

MOTION: To approve the special exception use permit with a new number and subject to the seven (7) conditions set forth in staff memorandum.

- d. **SUBJECT: Site Plan SPR 18-06 (Amending original site plan 95-01)
Star of David Broward Memorial Gardens II - 7801 Bailey Road**

**Site plan amendment approval to build 5,000 square foot maintenance building
in a Community Facilities (CF) zoning district.**

APPLICANT: Funeral Services Acquisition Group, Inc.

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

MOTION: To approve the final site plan amendment (18-06) to build a 5000 square foot maintenance building and access road at Star of David Broward Memorial Gardens II- 7801 Bailey Road located in a Community Facility (CF) zoning district subject to the six (6) conditions outlined in staff's memorandum.

- e. **SUBJECT: SPR 18-03 Rock Island Villas
7400 SW 10th Ct
Folio #: 4941-02-02-0130**

Preliminary site plan approval to construct 14 attached units (3 buildings) in a Residential Multi-Family Medium Density (RM-10) zoning district.

APPLICANT: Ragnar Magnusson, Rock Island Partners, LLC.

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

MOTION: To approve the preliminary site plan subject to the thirteen (13) conditions outlined in staff memorandum with direction for administration and the applicant to continue work together to finalize the site plan.

7. ORDINANCES SECOND READING

- a. **Ordinance – Second Reading - Proposed Fee Schedule Revision (Appendix F) Sec. 3 Building Permit and Related Fees (1) *General e. Registration Fees***

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

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF NORTH LAUDERDALE, FLORIDA, AMENDING APPENDIX F, OF THE CITY OF NORTH LAUDERDALE CODE OF ORDINANCES, ENTITLED "FEES", BY AMENDING ARTICLE I, ENTITLED, "COMMUNITY DEVELOPMENT FEE SCHEDULE", SECTION 3 ENTITLED "BUILDING PERMITS AND RELATED FEES" TO PROVIDE FOR THE ELIMINATION OF THE FEE FOR CONTRACTOR REGISTRATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR AN EFFECTIVE DATE.

8. OTHER BUSINESS

a. RESOLUTION - Microsoft Enterprise Software Product License Purchases

- 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 THE EXPENDITURE OF FUNDS FOR THE PURCHASE OF MICROSOFT ENTERPRISE SOFTWARE LICENSES FROM SOFTWARE HOUSE INTERNATIONAL AS LISTED IN SECTION ONE OF THIS RESOLUTION; PROVIDING FOR THE AMOUNT NOT TO EXCEED \$44,178.64 AND PROVIDING FOR AN EFFECTIVE DATE.

b. RESOLUTION - Copier Lease with Acordis International Corp Technology and Solutions

- 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 THE CITY MANAGER TO ENTER INTO AN ACCEPTABLE AGREEMENT BY AND BETWEEN THE CITY OF NORTH LAUDERDALE AND ACORDIS INTERNATIONAL CORP TECHNOLOGY & SOLUTIONS FOR THE LEASE OF (4) XEROX VERSALINK C7030; (2) XEROX ALTALINK C8055 AND (1) XEROX VERSALINK B8025 MULTIFUNCTION COPIERS AT AN ANNUAL AMOUNT OF \$13,667.16 FOR THE LEASE AND MAINTENANCE OF EQUIPMENT; AND DIRECTING THE CITY MANAGER TO TAKE ALL STEPS NECESSARY TO CARRY OUT THE INTENT OF THIS RESOLUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

c. RESOLUTION – Renewal of Water Plant Operation and Utility Billing Services Agreement with US Water Services Corporation

- Motion, second and vote to read
- Attorney reads title
- Staff presentation (Susan Nabors/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 TO EXECUTE THE RENEWAL ADDENDUM TO THE ORIGINAL AGREEMENT BETWEEN THE CITY OF NORTH LAUDERDALE AND US WATER SERVICES CORPORATION, FOR WATER PLANT OPERATIONS AND UTILITY BILLING SERVICES FOR A FIVE YEAR PERIOD BEGINNING JANUARY 1, 2019; RESPECTIVELY, PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

d. RESOLUTION – Interlocal Agreement with Cities of Pompano Beach, Margate, North Lauderdale, Coral Springs, and Coconut Creek for sharing the Cost of the Development of Bacteria Pollution Control Plan

- 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 ENTER INTO AN INTERLOCAL AGREEMENT MADE AND ENTERED INTO BETWEEN THE CITY OF POMPANO BEACH, THE CITY OF MARGATE, THE CITY OF NORTH LAUDERDALE, THE CITY OF CORAL SPRINGS, AND THE CITY OF COCONUT CREEK FOR THE SHARING OF THE COST OF THE DEVELOPMENT OF A BACTERIA POLLUTION CONTROL PLAN FOR THE C-14 CANAL; AND PROVIDING AN EFFECTIVE DATE.

e. RESOLUTION - Resolution Supporting the Broward Metropolitan Planning Organization (MPO) W. Prospect Road Mobility Improvements Project to Enhance Bicycle and Pedestrian Connectivity Along County Right-of-Way

- 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, SUPPORTING THE METROPOLITAN PLANNING ORGANIZATION'S PROJECT TO ENHANCE BICYCLE AND PEDESTRIAN CONNECTIVITY ALONG PROSPECT ROAD WITHIN COUNTY RIGHT OF WAY, FROM SR-7/US-441 TO APPROXIMATELY NW 36th TERRACE; FURTHER EXPRESSING ITS INTENT TO TAKE OVER MAINTENANCE OF THESE BIKE/MOBILITY IMPROVEMENTS WITHIN THE COUNTY RIGHT OF WAY.

9. REPORTS

- a. Hazardous Waste Collection Events through the Co-Op (George Krawczyk)**
- b. Update on FEMA Grants received under Hazard Mitigation Program (Tammy Reed-Holguin)**

10. COMMISSION COMMENTS

a. RESOLUTION - Broward League of Cities Board of Directors Appointments

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

A RESOLUTION OF THE NORTH LAUDERDALE CITY COMMISSION APPOINTING A DIRECTOR, AN ALTERNATE DIRECTOR AND A SECOND ALTERNATE TO THE BROWARD LEAGUE OF CITIES BOARD OF DIRECTORS EFFECTIVE DECEMBER 2018 THROUGH MAY 2019 PROVIDING THAT A COPY OF THIS RESOLUTION BE SENT TO MARY LOU TIGHE, EXECUTIVE DIRECTOR OF THE BROWARD LEAGUE OF CITIES; AND PROVIDING AN EFFECTIVE DATE.

- b. Discussion and possible Motion appointing a representative to the Metropolitan Planning Organization (MPO) Board**
- c. Discussion and possible Motion regarding attendance at Florida League of Cities Institute for Newly Elected Officials – January 25-27, 2019 - Jacksonville**

11. CITY MANAGER COMMENTS

a. Request and possible motion to approve rescheduling the first Commission Meeting in January from January 8th to January 15th

b. Upcoming Events

- **Friday, December 14 – 11:30 to 1:30 - Employee Luncheon – Teen Center**
- **Saturday, December 15 - NAPA Auto Parts at 1375 S. State Road 7 grand opening 8 AM-6pm with ribbon cutting at 9:00 AM**

12. CITY ATTORNEY COMMENTS

13. ADJOURNMENT

CITY OF NORTH LAUDERDALE
COMMISSION MEETING
TUESDAY, NOVEMBER 13, 2018

MINUTES

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

1. **INVOCATION AND PLEDGE OF ALLEGIANCE** – Acting Mayor Moyle gave the invocation and led the pledge.
2. **ROLL CALL – Clerk called roll. All present.**

Acting 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

Attorney Goren stated that Mayor Brady has formally retired as Mayor effective at 12 noon last Thursday. He advised Mayor Brady is a retired citizen of the city and legally retired under Chapter 112 of the Florida Statutes.

3. **APPROVAL OF MINUTES**

a. **October 09, 2018**

Commissioner Graziose moved to approve. Seconded by Commissioner Wood. All in favor.

b. **October 18, 2018**

Commissioner Graziose moved to approve. Seconded by Commissioner Wood. All in favor.

4. **PRESENTATIONS**

a. **City of North Lauderdale - American Heart Association Workplace Health Solutions Award Recipient - (Robert Hill Jr., MPH, Community Impact Director)**

Lindsey Leblang, on behalf of the American Heart Association presented the City of North Lauderdale with the Bronze Award level recognition for the workplace health program which looks at seven health behaviors and factors that affect workplace health. Jennifer Yarmitzky, Human Resource Manager thanked the City Commission, City Manager, Department Heads and the Wellness Committee Members for their participation and all their support.

5. **PROCLAMATIONS** – None.

6. PUBLIC DISCUSSION

Janet Lanni thanked Commissioner Graziose for all his years of service to the community. She described Commissioner Graziose as a man of integrity, kindness with ambition, honor and a friend to all. Ms. Lanni expressed that on behalf of herself and many citizens in the community that he would be missed as a Commissioner.

James Dowling commented on meeting great people throughout his years as a resident in the city and referred specifically to the members of the City Commission. He congratulated the winners of the recent election. He expressed continued support for Mayor Brady and Commissioner Graziose as well as the newly elected officials.

Attorney Goren advised that Vice Mayor Moyle is the acting Mayor as per the City Charter until the successors are sworn into office. He further advised that the certified results for the election will not be available until sometime after November 20, 2018. He briefly explained the recount process under Florida law.

7. QUASI-JUDICIAL ITEMS

a. ORDINANCE – First Reading - VAR- 18-01 Aldi Florida, LLC 1190 S State Rd 7

Requesting a 5.5 foot side setback whereas a 10 foot side setback is required per Section 106-442 (4) of the City of North Lauderdale business district land development regulation code within a general business (B-3) zoning district.

APPLICANT: Aldi Florida, LLC

Attorney read:

AN ORDINANCE OF THE CITY OF NORTH LAUDERDALE, FLORIDA, APPROVING AND GRANTING A VARIANCE FROM THE NORTH LAUDERDALE CODE OF ORDINANCES, SECTION 106-442 (4) REGARDING THE REQUIRED 10 FOOT SIDE SETBACK; PROVIDING FOR STIPULATIONS AND CONDITIONS; PROVIDING THAT PROVISIONS NOT VARIED BY THIS ORDINANCE REMAIN IN FULL FORCE AND EFFECT; PROVIDING FOR CONFLICTS; AND PROVIDING AN EFFECTIVE DATE.

Attorney Goren swore in any members of the public and the Applicant's team that were present. He explained the quasi-judicial process. Tammy Reed-Holguin, Community Development Director presented information based on the back up memorandum for two items; the site plan and variance request. She described the business of operations for Aldi and the location as a current store prototype building. She advised that Aldi plans to employ 15-25 people and they will make an effort to hire employees locally. She provided details on the store hours. Ms. Reed- Holguin advised the proposed use of the parcel is consistent with the master building list and the site does meet the city parking requirements as per code. They are requesting a variance for a 5 1/2 foot setback where 10 feet is required. She explained that Aldi made a purchase of land from Palm Collision to accommodate the store on this piece of property. She stated that even with the purchase of land the building is still not set back 10 feet from the property line. Ms. Holguin-Reed advised that Aldi moved the building a little more and now they only need a 4 1/2 foot variance. She explained part of Aldi's justification is that they are building on what remains of a parcel of land after the Circle K was built. They are also providing

access from the Circle K to the Aldi Grocery Store location because these two businesses are too close together for an access to be built from State Rd 7. She referenced a letter of support from Palm Collision in which they are asking for a wall to be built by Aldi which Palm Collision has agreed to maintain. Aldi is working on a traffic study to look at the impact of the trip generation from SW 12 ST to the South of their location. Ms. Reed- Holguin referenced the renderings on the power point presentation which will be consistent with the color theme of the city. She explained that the Planning and Zoning Board did approve the variance request and that Staff added a 4th condition to the recommendation to state the variance is tied to the Aldi application and future use of the building once constructed. Ms. Reed-Holguin stated they are recommending approval of the variance with the (4) conditions and the site plan order with the (11) conditions that are listed in the memorandum. Attorney Goren intervened to note that there is a corresponding preliminary site plan that was discussed in the testimony provided by Ms. Reed-Holguin, referencing item 7b. He stated that each of the items that are being considered under one public hearing will require a separate motion, for both VAR 18-01 and SPR 18-07, which was discussed and proposed by Ms. Reed-Holguin during her presentation. **Commissioner Wood moved to approve VAR 18-01 with the four (4) recommendations. Seconded by Commissioner Graziose.** Commissioner Borgelin expressed his appreciation for the project and that Aldi will be making an effort to hire locally which will benefit the city. Attorney Dickerson, with the law firm of Dunay, Miskel and Backman, LLP, on behalf of the Applicant, agreed to all the information presented by Staff. He stated for the record that they do voluntarily agree to all the conditions for both the VAR 18-01 and the SPR 18-07. He advised that job fairs are held in the local municipalities for the residents to take advantage of employment opportunities. There was no further discussion. **Clerk called roll. All YES.**

ORDINANCE PASSED ON FIRST READING.

b. SUBJECT: Site Plan SPR 18-07Aldi Grocery Store

Preliminary Site Plan approval to construct a grocery store in a General Business (B-3) zoning district.

APPLICANT: Aldi Florida, LLC

MOTION: To approve the preliminary site plan subject to the eleven (11) conditions set forth in staff memorandum.

This item was presented under 7a.

Commissioner Wood moved to approve SPR 18-07 with the eleven (11) conditions. Seconded by Commissioner Graziose. Commissioner Borgelin inquired if people are required to bring their own bags. Attorney Dickerson advised that people have the option to bring their own bags or purchase bags at the Aldi grocery store. There was no further discussion. **Clerk called roll. All YES.**

MOTION PASSED.

8. ORDINANCES SECOND READING

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

a. Ordinance – Second Reading - 2018 Fiscal Year End Budget Amendment

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF NORTH LAUDERDALE, FLORIDA, AMENDING ORDINANCE NO. 17-09-1360 BY WHICH THE CITY COMMISSION DID ADOPT THE BUDGET OF THE CITY OF NORTH LAUDERDALE FOR THE 2017/2018 FISCAL YEAR, TO REVISE THE BUDGET AS DOCUMENTED IN “EXHIBIT A” ATTACHED; PROVIDING FOR CONFLICTS, SEVERABILITY, AND, PROVIDING FOR AN EFFECTIVE DATE.

Susan Nabors, Finance Director, presented the item based on the back up memorandum. She advised there are a few items at the department level that need to be amended for Fiscal Year (FY) 2018 Budget. Ms. Nabors explained that in the Public Works department there were a lot of expenses related to Hurricane Irma which were unbudgeted. There was some unspent money in the Public Works department that will offset the unbudgeted hurricane costs and a net adjustment will only be needed in the amount of \$950,000. The city did set aside some fund balance to cover disaster items which will be utilized to temporarily cover these expenses until reimbursement from FEMA is received to replenish those funds. In the Community Development department there are higher inspection expenses resulting from a higher permitting volume which created an over budget condition. She noted there is an uptake on permitting revenue for FY18 which reached over 1.2 million dollars which is the highest level ever seen by the city for permits. In the Water Control District fund there is a need to adjust the budget for extra funds to complete the canal cleanup project. The grant funds will account for 75% of the money requested but a \$25,000 match will need to be covered by the Water Control District. There was an unbudgeted arbitrage report which is required every five years in the Debt Service fund, which accounts for the principle and interest payments on the outstanding bonds. The report was done by a consultant to make sure the transactions are properly funding the debt service and that the use of the funds still meet the tax exempt status. Ms. Nabors stated that with these four budget amendments the FY18 Budget would be complete. No one spoke during Public Hearing. **Commissioner Graziose moved to approve. Seconded by Commissioner Borgelin.** Commissioner Borgelin questioned what attributed to the increase to the permit department. Ms. Reed-Holguin responded that the increase is attributed to several factors such as new construction, hurricane repairs and the single rental home program inspections. There was no further discussion. **Clerk called roll. All YES.**

ORDINANCE NO. 18-11-1382 PASSED AND APPROVED UNANIMOUSLY

9. OTHER BUSINESS

**a. ORDINANCE – First Reading – Proposed Fee Schedule Revision (Appendix F)
Sec. 3 Building Permit and Related Fees (1) *General e. Registration Fees***

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

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF NORTH LAUDERDALE, FLORIDA, AMENDING APPENDIX F, OF THE CITY OF NORTH LAUDERDALE CODE OF ORDINANCES, ENTITLED "FEES", BY AMENDING ARTICLE I, ENTITLED, "COMMUNITY DEVELOPMENT FEE SCHEDULE", SECTION ENTITLED “BUILDING AND RELATED FEES” TO PROVIDE FOR THE ELIMINATION OF THE FEE FOR CONTRACTOR REGISTRATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR AN EFFECTIVE DATE.

Tammy Reed-Holguin, Community Development Director presented the item based on the back up memorandum. She explained per Florida State Statute the city can no longer charge a fee for contractors to register to do business in the city. The city will continue to require contractors to register, and to be licensed and insured but the city will no longer charge a fee. No one spoke during Public Hearing. **Commissioner Graziose moved to approve. Seconded by Commissioner Wood.** Commissioner Wood inquired on how the statute will impact the department in ensuring contractors are licensed and insured to prevent against unscrupulous contractors. Ms. Reed-Holguin advised they will continue to require contractor registration and to check for licensing and insurance but they will just no longer charge a fee for it. Mr. Dowling, a city resident commented on his experience with drywall work and his five year apprenticeship before he became a journeyman which accounted for his knowledge. He questioned how the contractors will prove they are certified and experienced. Ms. Reed-Holguin advised the city will check for license, insurance and workers compensation but not for experience which would have to be checked by the homeowner. Commissioner Borgelin inquired on the estimated charges the city is absorbing by not charging the contractor registration fee. Ms. Reed- Holguin responded that the amount is minimal. She advised they are going to try to enhance the online process to enable contractors to register themselves which will lessen the impact on the Staff to process the contractor registration and that will also offset the loss of revenue. Commissioner Wood clarified that this is a State Statute and the city will continue to check for licensing, insurance and workman compensation. City Manager Bhatti commented a contractor is still required to be licensed to work. No further discussion. **Clerk called roll. All YES.**

ORDINANCE PASSED UNANIMOUSLY ON FIRST READING

b. RESOLUTION - Agreement with Broward College to permit Paramedic and Emergency Medical Technician Students to Participate in Educational Programs with the North Lauderdale Fire Rescue Department

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

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF NORTH LAUDERDALE, FLORIDA, AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH BROWARD COLLEGE, TO ALLOW EMT AND PARAMEDIC STUDENTS TO RIDE WITH THE NORTH LAUDERDALE FIRE RESCUE DEPARTMENT FOR EDUCATIONAL AND TRAINING PURPOSES; AND PROVIDING AN EFFECTIVE DATE.

Fire Chief Turpel presented the item based on the back up memorandum. He advised this is the third time that he is presenting an agreement for Broward College students to participate in the ride-along program. He explained that Broward Community College has been riding with them for 18 years, and changed to Broward College, now operating as a University. Chief Turpel advised the agreement was reviewed several times with City Attorney Goren, City Manager Bhatti and Human Resource Manager Yarmitzky to best protect our city from liability. He explained the reason they want Broward College to be part of the ride-along program is that they are the only state college that has paramedic and EMT students and all the other schools are private. Broward College also has degree programs for emergency medical science and 60% of all students attend the paramedic program. City Manager Bhatti

commented this is a benefit to both the students and the school. The students receive practical experience and hands on training while they ride-along with experienced paramedics. The students attending Broward College are taught the latest technology and they bring that knowledge to the fire department staff. **Commissioner Graziose moved to approve. Seconded by Commissioner Borgelin.** Commissioner Borgelin inquired if pictures of the students with the paramedics can be presented at a future Commission meeting. Chief Turpel responded that can be done. There was no further discussion. **Clerk called roll. All YES.**

RESOLUTION NO. 18-11-6577 PASSED AND APPROVED UNANIMOUSLY

10. REPORTS

a. Update on Complete Streets and Other Localized Initiatives Program (CSLIP) application to MPO for 81st Avenue project (Tammy Reed-Holguin/George Krawczyk)

Community Development Director, Tammy Reed-Holguin and Public Works Director George Krawczyk presented updated information on the CSLIP project. Ms. Reed-Holguin advised they hired Carnahan, Proctor and Cross to prepare technical drawings, to perform traffic counts for the roundabouts that are being proposed and to prepare a cost estimate. She presented the cross sections from the engineering firm which includes pedestals for signalization, a multi-use pass for pedestrians and bike lanes. Mr. Krawczyk reviewed the proposed round-about concepts at the two locations with spacing designed to accommodate the traffic flow. Ms. Reed-Holguin advised that the estimate of the project came in under two million dollars and indicated that another requirement of the grant is to have public involvement. She advised that 755 letters were sent by mail to residents within 300 radius of the project. There were 84 responses to the letters and they are still receiving responses from residents. The majority of the public were supportive of the project and most of the comments were due to concerns with increases in property taxes. She clarified this is a grant that has nothing to do with the city's general revenue or the property tax fund. Ms. Reed-Holguin advised the grant application requires the Applicant to have ownership of the right-away to apply for the grant. However, the city does not have ownership of the north or south end of the right of way which is still owned by Broward County. A resolution could be obtained from that entity certifying that they will dedicate it to the city or provide authorization to have it done in their right of way but there is not enough time to obtain the resolution to apply for the grant. They are working with the city attorney's office for a title search to submit with the grant application. They are recommending keeping all the documentation they have gathered to submit a complete application at the next round of funding rather than submit an incomplete application at this time. Ms. Bhatti advised they conducted a lot of historical research on the ownership of the property. She stated she is glad they were able to catch this right now to submit a correct application in a complete format when the submittal cycle opens again rather than have the application rejected now. Commissioner Graziose inquired if the narrowing down the lanes to a single lane from each direction has changed. Mr. Krawczyk responded that yes, that has changed due to the traffic volume and two lanes are needed. Commissioner Graziose advised he would bring up the application at the MPO meeting tomorrow morning in case there is any other information. Ms. Bhatti noted the deadline to submit the application is tomorrow. She also advised that Public Works Director, George Krawczyk, and Community Development Specialist, Andrew Disbury, would be attending the MPO meeting as well.

11. COMMISSION COMMENTS

Commissioner Wood spoke on the Alliance Membership that was approved at the last meeting. He requested consensus to have Assistant Community Development Director, Katherine Randall, and

Community Development Director, Tammy Reed- Holguin as representatives for the city for this membership. Commissioner Wood also expressed interest in representing the city and attending the meetings. There was consensus by the City Commission to have Ms. Randall, Ms. Reed-Holguin and Commissioner Wood represent the city at the Alliance meetings.

Commissioner Borgelin expressed thanks to the city for the work being done on Kimberly Blvd. He also thanked the city, Commissioners, and City Clerk Vancheri for making it possible to attend the National League of Cities Conference. He mentioned a Youth Summit representing the City of Miramar at the conference and commented that he would like to see the city get involved with the Summit. He reminded everyone of the upcoming Burnham Woods event as well as the Tamarac and North Lauderdale Chambers event. Commissioner Borgelin encouraged the newly elected officials to take advantage of the class being offered by the Institute for Elected Municipal Officials on January 25-27, 2018 which will provide basic courses on effective council techniques and budget and accounting information.

Vice Mayor Moyle expressed sadness at Mayor Brady's absence at the Commission meeting. He wished Mayor Brady well on his retirement and extended many blessings to him and his family. He also expressed that Commissioner Graziose not being on the Commission going forward will leave a huge hole for all the work he has done during his time on the Commission and that he will be missed as well.

12. CITY MANAGER COMMENTS

a. Upcoming Events:

- **Saturday, November 17 - Business Give Back 11:30-3:30 PM at Hampton Pines Park**

City Manager Bhatti reminded everyone present of the upcoming Business Give Back event hosted by the North Lauderdale and Tamarac Chambers of Commerce.

- **Thursday, November 22 (Thanksgiving day)- 8:00 am in City Hall parking lot**
 - Meal give-away-7 churches requested 697 meals
 - Assistance to load vehicles requested

City Manager Bhatti advised that this event has been held for several years and the city works with the Brigade, a non-profit organization, to provide the meals. Commissioner Wood commented that there were several meals that were not picked up last year. He emphasized having a confirmed list of participating churches. Ms. Bhatti advised that the list of participants would be confirmed. She also mentioned that Commissioner Borgelin mentioned there is another church that is interested in participating with this program which the city will add to the list.

- **Saturday, November 24 – Winterfest – Field 4 Jack Brady Sports Complex**

Ms. Bhatti noted the time of the event is 5pm and referenced the event flyer with details.

- **Saturday, December 8 – CNL Holiday Parade and Tree Lighting**

Ms. Bhatti commented they are hoping for no rain. She advised the Grand Marshall for the parade will be Channel 10 news anchor, Calvin Hughes.

- **Saturday, December 8 – Tamarac North Lauderdale Chamber of Commerce Holiday Gala – 7-12 pm**

Ms. Bhatti noted that the Gala takes place directly after the City Parade and briefly mentioned to officials on the arrangements to attend both events.

- **Saturday, December 15 – Grand Opening - NAPA Auto Parts at 1375 S. State Road 7 - 8 am - 6pm with ribbon cutting at 9:00 AM**

Ms. Bhatti advised the Commission and Staff have been invited to NAPA Auto Parts ribbon cutting.

City Manager Bhatti was reminded by Commissioner Wood regarding the discount prescription card offered by the city through the National League of Cities membership. She described the savings in terms of cost offered with the program. Commissioner Wood explained the background on becoming a National League of Cities member after he received information on the membership while attending a Florida League of City's Conference. He spoke on the advantages of the prescription discount card which is offered one per family household and also covers pets. He encouraged all the residents to pick up the prescription discount card.

Commissioner Borgelin inquired if the city sports teams will be showcased at the city parade. Mike Sargis, Parks and Recreation Manager confirmed the city soccer teams will be participating in the parade. He advised the football program in the city, the Boys & Girls Club, and all the city schools have been invited to participate as well as 10 high school marching bands. Mr. Sargis stated he is waiting for a response from a few of the schools and that he will continue to contact them regarding their participation in the city parade.

13. CITY ATTORNEY COMMENTS

Attorney Goren updated on the (11) approved Charter Amendments that were passed and adopted by a high percentage of the voters. He described the Charter Amendment item regarding the 48 hour rule which requires local governments that hold sunshine meetings to either post and publish their Agenda within 48 hours of the meeting unless there is an emergency that requires them to deliver it separately. Attorney Goren read the title of the resolution of the proposed amendment to the Charter of Broward County enacting a new Section 1.07, Posting of Notices, Agendas and Back up Materials. He noted that the city has always posted the Agenda well in advance of the City Commission meeting. He indicated he would be briefing the Commission on the other Charter items in the near future.

Attorney Goren advised there is a League of Cities Boot Camp training for newly elected officials. He stated under the Broward County Ethics Code newly elected officials are required to have their ethic training hours within 120 days of their election. He explained that newly elected officials require 8 hours of ethics training per calendar year and that existing officials only require 4 per year. Attorney Goren provided information on the upcoming ethic training events scheduled for November 29, 2018 by the Inspector General, and the Broward League of Cities ethics training scheduled for November 30, 2018 in which he would be a presenter and or moderator. Attorney Goren noted as per the ethics code your city attorney needs to provide training.

14. ADJOURNMENT – There being no further discussion the meeting adjourned at 7:24 pm.

Respectfully submitted,

Patricia Vancheri, City Clerk

Transcribed by Deputy Clerk Elizabeth Garcia-Beckford

CITY OF NORTH LAUDERDALE
CITY COMMISSION MEETING
MINUTES

TUESDAY, NOVEMBER 27, 2018

SPECIAL MEETING

The North Lauderdale City Commission met at the Municipal Complex on Tuesday, November 27, 2018 for a special meeting convening at 5:00 p.m.

1. **INVOCATION AND PLEDGE OF ALLEGIANCE** – Commissioner Borgelin gave the invocation and led the pledge of allegiance.
2. **ROLL CALL – Clerk called roll. All present.**

Acting 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. **ELECTION ITEMS**

a. **Clerk read results of November 6, 2018 Election**

Candidates	Total Votes	Percent
Ana M. Ziade, Mayor at Large	5,723	53.26%
Lorenzo Wood, District “A”	1,266	44.81%
Mario Bustamante, District “B”	1,130	50.49%

Referendum Questions	Total Votes	Percent
Time Frame for Appointing a Charter Review Commission	5,753	55.45
Removing Purchase Provisions from City Charter; Requiring City Commission to Adopt Procurement Code	7,617	71.99

b. RESOLUTION – Approving Election Results

Commissioner Wood moved to read. Seconded by Commissioner Borgelin.

Attorney read:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF NORTH LAUDERDALE, FLORIDA, APPROVING AND ACCEPTING THE ACCURACY OF THE BROWARD COUNTY CANVASSING BOARD’S CANVASS OF THE ELECTION RESULTS OF THE NOVEMBER 6, 2018 GENERAL ELECTION; AND, PROVIDING AN EFFECTIVE DATE.

Commissioner Borgelin moved to adopt. Seconded by Commissioner Wood. There was no Commission discussion. Clerk called roll:

Commissioner Borgelin - Yes

Commissioner Wood - Yes

Acting Vice Mayor - Yes

RESOLUTION NO. 18-11-6578 PASSED AND APPROVED UNANIMOUSLY.

- c. Oath of Office to Successful Candidates** – Elected officials were duly sworn into office by City Clerk Vancheri and took their respective seats on the dais.

i. Ana M. Ziade, Mayor at Large

Mayor Ziade thanked her family, friends and everyone present. She stated it is a privilege to be on the Commission and expressed her appreciation for their support. At this point she introduced Tamarac Mayor Gomez, Tamarac Commissioner Fishman, Tamarac, Vice Mayor Marlon Bolton, and Lauderdale Lakes Mayor Hazelle Rogers who were present in the audience.

ii. Lorenzo Wood, Commissioner District “A”

Commissioner Wood thanked God and all those that supported him through this journey to be re-elected. He commented on his 28th year as a city resident and stated that it is an honor to have been elected as the first African American to sit on the Commission for the City of North Lauderdale. He expressed that he will continue to do all in his power to move the city forward.

iii. Mario Bustamante, Commissioner District “B”

Commissioner Bustamante thanked everyone for their support. At this time a business colleague of Commissioner Bustamante said a few words commending him on being a hardworking and honest individual and he expressed congratulations and well wishes on his new role as a city official.

d. Selection of Vice Mayor by City Commission

Commissioner Borgelin nominated himself for Vice Mayor. The nomination was seconded by Commissioner Bustamante. Commissioner Moyle nominated Commissioner Wood for Vice Mayor. Commissioner Wood declined. **Clerk called roll. All YES. Nomination for Commissioner Borgelin as Vice Mayor was approved.**

e. Oath of Office to Vice Mayor

Commissioner Borgelin was duly sworn in by City Clerk Vancheri. Vice Mayor Borgelin thanked his wife, friends, and acknowledged veteran officials present and others for their support. He commented on learning a great deal since he was first elected as a Commissioner. He congratulated the elected officials and expressed wanting to work together with his colleagues to serve the city. He also conveyed appreciation to the City Manager, City Attorney and City Clerk and city staff for all their work. He then took his seat on the dais as Vice Mayor.

Commissioner Wood recognized and introduced his family members that were present in the audience. He expressed heartfelt thanks to his family members for attending on his behalf.

INTERMISSION

Mayor Ziade called for a brief intermission at 5:26 pm. The meeting resumed at 5:41pm

4. OTHER BUSINESS – None.

5. COMMISSION COMMENTS

Commissioner Wood thanked the coordinators of the Business Give Back event at Hampton Pines Park. He specifically thanked Peter Mason with the North Lauderdale/ Tamarac Chambers, Community Development Director Tammy Reed Holguin, Assistant Community Development Director Katherine Randall and all the city employees that took part in making the event happen. He commented that it is all about bringing our community together and that it was a great event.

Commissioner Borgelin thanked everyone for making the effort to attend the meeting. He advised in addition to the Business Give Back event there was also the Burnham Woods event which took place on the same day and was well attended. He reminded everyone to participate at City Commission meetings that are held twice a month and emphasized that the resident's opinions matter.

Mayor Ziade thanked everyone for coming out to the meeting. She stated there is has been a lot of contention and she is hopeful they can move forward as a city as a whole. She commented they are all there for the betterment of the City of North Lauderdale and the residents.

6. CITY MANAGER COMMENTS

City Manager Bhatti noted that Mayor Ziade is the first female Mayor for the city. She noted that

a. Upcoming Events

- **Saturday, December 8 – CNL Holiday Parade and Tree Lighting – 4:00 pm**

Mike Sargis, Parks and Recreation Manager provided the details of the plans for the parade and tree lighting, as well as the arrival times and seating arrangements for the City Commission. He indicated no candy is thrown from the cars for safety reasons. He advised that immediately following the parade will be the tree lighting ceremony. North Lauderdale K-8 will be providing the musical entertainment and the

Grand Marshall of the city parade will be Calvin Hughes, from Channel 10 news, who will speak at the tree lighting ceremony as well the Mayor. City Manager Bhatti noted that Off Lease will be providing the convertible vehicles for the Commission to ride during the parade.

- **Saturday, December 8 – Tamarac North Lauderdale Chamber of Commerce Holiday Gala – Polish American Club – 700 pm - 12 midnight**

City Manager Bhatti advised the Commission will be attending the Gala after the tree lighting ceremony. She stated that there will be nine attendees at the Gala which includes the Commission and their spouses. She also stated the City Commission originally approved a table for eight at the cost of \$400. An additional ticket will be purchased in the amount of \$50, for another seat. She noted that Peter Mason, with the North Lauderdale/ Tamarac Chambers of Commerce provided tickets to accommodate the attendance of the City Manager, Community Development Director Tammy Reed Holguin, and the Assistant Community Development Director Katherine Randall at the Gala at no cost to the city.

- **Friday, December 14 – Employee Holiday Luncheon – Teen Center – 11:30 am – 1:30 pm**

Ms. Bhatti advised the theme for this year’s holiday event is wacky ties. She encouraged everyone to come out to the event wearing their most ridiculous ties.

- **Saturday, December 15 – Grand Opening - NAPA Auto Parts at 1375 S. State Road 7 - 8 am – 6 pm with ribbon cutting at 9:00 AM**

Ms. Bhatti advised that all the elected officials are invited to come to the ribbon cutting.

7. CITY ATTORNEY COMMENTS

Attorney Horowitz greeted the Commission and congratulated the elected officials. He extended congratulations on Attorney Goren’s behalf as well. He noted that this is the first swearing in ceremony that Attorney Goren has missed over 40 years due to unfortunate circumstances. He noted under the Broward County Ethics Code the newly elected officials are required to take 4 hours of ethics training within 120 days of taking office. He provided information on upcoming training sessions being offered by the Broward League of Cities and the Inspector General’s Office.

- 8. ADJOURNMENT** - There being no further business the meeting was adjourned at 6:03 pm.

Respectfully submitted, City Clerk, Patricia Vancheri
Transcribed by Deputy City Clerk, Elizabeth Garcia-Beckford

**CITY OF NORTH LAUDERDALE
COMMUNITY DEVELOPMENT DEPARTMENT**

TO: Mayor and City Commission
FROM: Ambreen Bhatti, City Manager
BY: Tammy Reed-Holguin, Community Development Director
DATE: December 11, 2018
SUBJECT: VAR- 18-01 Aldi Florida, LLC
1190 S State Rd 7, North Lauderdale

Second Reading and Adoption: Requesting a 5.5 foot side setback whereas a 10 foot side setback is required per Section 106-442 (4) of the City of North Lauderdale business district land development regulation code within a general business (B-3) zoning district.

APPLICANT: Aldi Florida, LLC

Tonight staff is presenting a request for consideration of adoption on second reading for a setback variance to accommodate the construction of a new grocery store “Aldi” to be located at 1190 S SR 7. The final site plan will be considered later tonight contingent upon approval of the variance.

Background:

PV Nola currently owns the property located at 1190 S SR 7 and they are proposing to build a 22, 277 square feet building to house a new Aldi grocery store. The property owner authorized their tenant, Aldi Florida, LLC to request a variance for the side setback on the north end of the property.

The applicant is requesting a 5.5 foot side setback whereas a 10 foot side setback is required by Section 106-442 (4). The request is outlined in the table below:

TYPE OF VARIANCE	CODE REQUIREMENTS	PROPOSED	VARIANCE REQUESTED
Section 106-442(4) Side Setbacks	10 ft side property setback	5.5 ft side property setback	4.5ft encroachment into side setback

As you heard back in February 2016, PV Nola purchased the subject property located at 1198 S. SR 7 and 1190 S. SR 7, a combination of two formerly individually-owned lots. Miami Subs and

Dandy Wheels were located on these lots. Both were demolished. PV Nola redeveloped the southern lots into the Circle K and they are now proposing to construct Aldi grocery store on the remainder of the property. In support of their variance request, the applicant claims that development of the first phase of the project impacted the size of the remaining parcel making it difficult to meet all the Code requirements for the construction of the Aldi. They cited the creation of shared access by both businesses on to SR 7/441, improved site circulation, the accommodation of required landscaping, the requirement of sufficient on-site parking and improved accessibility for emergency vehicles as justification for a variance to the required building side setback. Furthermore the applicant has stressed that the variance is not injurious to the neighborhood or otherwise detrimental to the public welfare.

PV Nola purchased a small strip of land from Phoenix Land Investments, the property owner to their north where Palm Collision operates, in order to expand their lot. This purchase eliminated some parking and the landscape buffer for Palm Collision. Staff determined that Palm Collision still had adequate parking for their business based on the information provided prior to purchase. Staff directed the applicant to work with this adjacent property owner, also a commercial use, to insure compatibility and to minimize the impact on the existing business. Phoenix/Palm Collision provided the attached letter supporting the project and the associated variance. They requested that a 6 foot concrete wall be built from the eastern end of the property on their southern boundary with the western end being a security chain link fence for visibility purposes. Phoenix agrees to maintain the wall and fence in the future.

ANALYSIS AND FINDINGS

Section 106-442 (4) of the City Code of Ordinances requires a 10 foot wide side setback between the property line and the building. PV Nola purchased the property as part of a larger development. The southern end of the property has been developed (Circle K) and they now intend to build a grocery store on the north. The 5.5 foot side setback will be used for landscape buffer purposes.

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

1. That special circumstances exist affecting the land involved preventing the reasonable use of such land.
2. That the circumstances, which cause the hardship, are peculiar to the property, such that they clearly constitute marked exceptions to other properties in the district.
3. That the variance is the minimum variance that will make possible the reasonable use of the property and will not be injurious to the neighborhood or otherwise detrimental to the public welfare.

The applicant has provided the following justification for each of the above criteria:

- The site for the construction of the Aldi is part of a larger land purchase and development that was first used to construct the Circle K.

- Shared access and improved circulation is being provided for both developments
- Moving the building footprint to accommodate the north side setback would further impact the parking, landscaping and existing trees
- The northern property boundary in question is located next to a commercial property and accommodations have been made to buffer their property with the construction of a concrete wall on Phoenix side and landscaping on Aldi's side.
- The minimum variance is being requested to accommodate the proposed new building.

The Planning and Zoning Board met and heard this item on Wednesday, November 7, 2018. The Board unanimously (4-0) approved both the variance item and site plan. Staff recommended adding variance condition item number 4 at the Planning and Zoning Board hearing. The Board approved this item with the additional condition to make the variance approval tied to the Aldi application and future use of the building once constructed. The applicant agreed to all four conditions.

The Commission approved the variance on first reading on November 13, 2018 unanimously, subject to the four conditions listed below. Tonight we are presenting the item for consideration of adoption on second reading.

RECOMMENDATION:

If the City Commission concurs with this request, a motion is in order to approve the attached Ordinance on second reading granting the variance subject to the following conditions:

1. That all applicable approvals by the City, County, State and other regulatory agencies be provided to the City of North Lauderdale prior to the issuance of permits.
2. That a final traffic analysis be submitted prior to consideration by City Commission.
3. That the letter from the adjacent property owners to the City supporting the development and the variance and requesting a wall/fence be constructed by the applicant on the southern border of Phoenix's property and that Phoenix agrees to maintain the wall/fence be made part of the record.
4. That the variance is tied to the Aldi application and future use of the building once constructed.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF NORTH LAUDERDALE, FLORIDA, APPROVING AND GRANTING A VARIANCE FROM THE NORTH LAUDERDALE CODE OF ORDINANCES, SECTION 106-442 (4) REGARDING THE REQUIRED 10 FOOT SIDE SETBACK; PROVIDING FOR STIPULATIONS AND CONDITIONS; PROVIDING THAT PROVISIONS NOT VARIED BY THIS ORDINANCE REMAIN IN FULL FORCE AND EFFECT; PROVIDING FOR CONFLICTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 106-442 (4) of the City Code requires a minimum 10 foot side setback between the property line and the building; and

WHEREAS, Thomas Engineering Inc., on behalf of Aldi Florida LLC , has applied for a variance to allow a 5.5 foot side setback where a 10 foot side setback is required; and

WHEREAS, the Planning and Zoning Board recommended consideration of approval of said variance request on November 7, 2018; and

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

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

Section 1: That pursuant to an application properly filed for a variance from the requirement of, Section 106-442 (4) of the North Lauderdale Code, variance is and the same are hereby granted from the requirement for the project located at 1190 South State Road 7, North Lauderdale, Florida.

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

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

Section 4: That all applicable approvals by the City, County, State and other regulatory agencies are provided to the City of North Lauderdale prior to the issuance of permits and that

the applicant meets all conditions set forth by said regulatory agencies, including but not limited to the City engineer and Broward County Traffic Engineering Department.

Section 5: That all Ordinances, or parts of Ordinances, Resolutions or parts of Resolutions, in conflict herewith be and the same are repealed to the extent of such conflict.

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

PASSED on first reading by the City Commission of the City of North Lauderdale, Florida, this 13 day of November, 2018.

PASSED on second reading by the City Commission of the City of North Lauderdale, Florida, this _____ day of December, 2018.

APPROVED AS TO FORM:

CITY ATTORNEY SAMUEL S. GOREN

ANA M. ZIADE, MAYOR

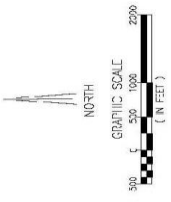
SAMSON BORGELIN, VICE MAYOR

ATTEST:

PATRICIA VANCHERI, CITY CLERK

ZONING DISTRICT MAP CITY OF NORTH LAUDERDALE

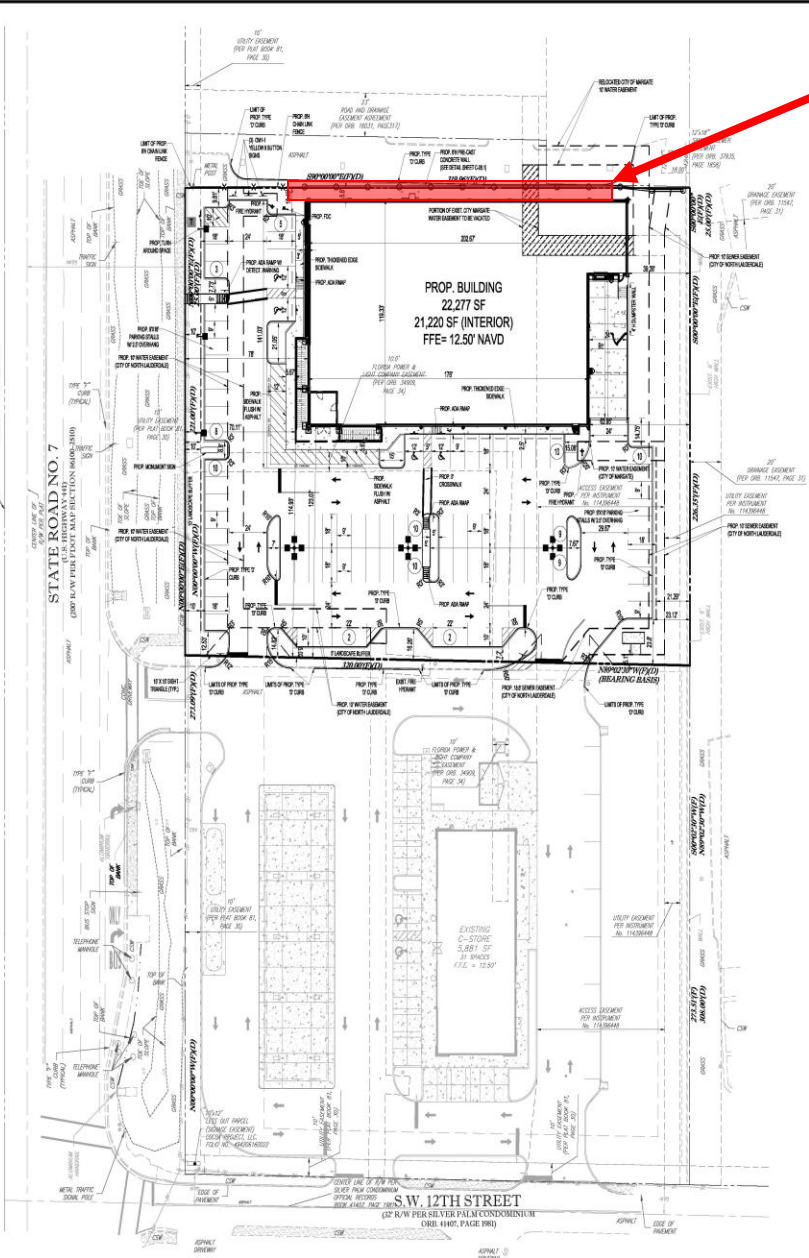
ZONING DISTRICT MAP - CITY OF NORTH LAUDERDALE



- ZONING DISTRICTS**
- RS-5 Residential Single Family (Single Unit)
 - RS-10 Residential Single Family (Single Unit)
 - RM-10 Residential Medium Density (Single Unit)
 - RM-16 Residential Medium Density (Single Unit)
 - B-2 Community Business
 - B-3 Community Business
 - M-1 Light Industrial
 - ROS Recreational/Open Space
 - CF Community Facility
 - PUD Planned Unit Development
 - U Utilities
 - Transportation

--- CITY LIMITS
— ZONING DISTRICTS





5.5 foot side setback being requested.



SITE DATA TABLE

1. THIS PLAN REFERENCES AN ALTA/ACSM LAND TITLE BOUNDARY & TOPOGRAPHIC SURVEY BY:
 EB SURVEYING
 8415 SUNSTATE STREET
 TAMPA, FL 33634

APPLICANT: ALD, INC

2. DATA TABLE:

CURRENT USE: VACANT LOT
 PROP. USE: COMMERCIAL - GROCERY STORE
 ZONING DESIGNATION: S-3 (COMMERCIAL)
 TOTAL NET AREA: 79,965 SF (1.83 AC)
 PROP. LAND USE:
 BUILDING: 22,277 SF (28.0%)
 CONCRETE: 5,133 SF (6.4%)
 PERVIOUS: 52,555 SF (65.6%)

4. PARKING
 RETAIL (21,220 SF - INTERIOR, 1 SPACE/250 SF)
 PARKING REQUIRED: 85 SPACES
 PARKING PROVIDED: 88 SPACES (INCLUDES ADA SPACES)

9. ACCESSIBLE PARKING:
 4 SPACES REQUIRED
 4 SPACES PROVIDED

5. SITE REQUIREMENTS

	REQUIRED	PROVIDED
MAX. BLDG. HEIGHT:	100' MAX.	27'-10"
MAX. LOT COVERAGE:	30%	28%
PERVIOUS AREA:	20%	20.4%

6. SETBACKS

	REQUIRED	PROVIDED
FRONT (WEST):	50'	75.11' (PROP. CANOPY) 78' (BUILDING)
SIDE (NORTH):	10'	6.17' (BUILDING)
SIDE (SOUTH):	10'	114.89' (PROP. CANOPY) 123.07' (BUILDING)
REAR (EAST):	20'	38.28' (BUILDING)

7. LANDSCAPE BUFFERS

	REQUIRED	PROVIDED
FRONT (WEST):	10'	10'
SIDE (NORTH):	5'	6.17'
SIDE (SOUTH):	5'	5.02'
REAR (EAST):	5'	21.20'

THOMAS ENGINEERING GROUP, P.C.
 CIVIL ENGINEER - PROJECT MANAGER - LANDSCAPE ARCHITECT
 1000 CORPORATE DRIVE, SUITE 200
 FORT LAUDERDALE, FL 33304
 PH: 954-232-7000
 FX: 954-232-7000
 WWW.THOMASENGINEERINGGROUP.COM

PROJECT NO.: 1190 S
 DRAWN BY: RAK
 CHECKED BY: JG
 DATE: 05-20-2016
 SCALE: F:\1914\1916 SITE PLAN

PROJECT: 1190 S, SR 7

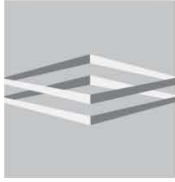
FOR: ALD, INC.

CITY OF NORTH LAUDERDALE, FLORIDA

THOMAS ENGINEERING GROUP

PROFESSIONAL ENGINEER
 KRISTIN N. DIPIERRO
 November 3, 2015
 FLORIDA LICENSE NO. 12008
 FLORIDA BOARD OF REG. OF ARCH. NO. 21008

SHEET TITLE: SITE PLAN
 SHEET NUMBER: C-05



**DUNAY
MISKEL
BACKMAN** LLP

Gary Dunay
Bonnie Miskel
Scott Backman
Hope Calhoun
Dwayne Dickerson

Ele Zachariades
Matthew H. Scott
Christina Bilenki
Heather Jo Allen
Lauren G. Odom

ALDI BUILDING SETBACK VARIANCE JUSTIFICATION NARRATIVE

As you are aware, the law firm of Dunay, Miskel and Backman, LLP (“DMB”) represents PV-NOLA, LLC who is the owner of the vacant property located at 1190 S. State Road 7 on the east side of State Road 7 just north of S.W. 12th Street (“Property”) within the City of North Lauderdale (“City”), Florida. DMB also represents Aldi Florida, LLC (“Applicant”). The Property consists of +/- 1.83 acres and is identified by the Broward County Property Appraiser as Property Identification/Folio Number 494206160010. The Property has an underlying land use designation of Commercial on the City’s Future Land Use Map and is zoned B-3, General Business. Aldi is proposing to construct a one story +/- 22,277 square foot grocery store on the Property.

In order to accommodate the Aldi development, and provide for the required loading zones, fire access, dumpsters, parking, landscaping and site circulation, a side yard building setback variance on the north side of the property is required. Code Section 106-442(4) of the City’s Code of Ordinances (“Code”) requires a side yard building setback of ten (10) feet for commercial properties. The Applicant respectfully requests the following variance:

Variance from Section 106-442(4) of the City Code to allow for a minimum northern side yard building setback of 5.5 feet in lieu of the ten (10) feet required

In support of the variance, Applicant will demonstrate that: (1) special conditions and circumstances exist affecting the land, structure or building involved preventing the reasonable use of such land, structure or building; (2) the circumstances which cause the hardship are peculiar to the property, or to such a small number of properties that they clearly constitute marked exceptions to other properties in the district; (3) the literal interpretation of the provisions of this chapter would deprive the applicant of a substantial property right that is enjoyed by other property owners in the district. It is of no importance whatever that the denial of the variance might deny to the property use in a more profitable way, or to sell it at a greater profit than is possible under the terms of this chapter; (4) the hardship is not self-created or the result of mere disregard for, or ignorance of, the provisions of this chapter; and that (5) the variance is the minimum variance that will make possible the reasonable use of the property, and that the variance will be in harmony with the general purposes and intent of this chapter and will not be injurious to the neighborhood, or otherwise detrimental to the public welfare.

There are special conditions that are unique to the Property. The Property shares access and circulation with the adjacent property to the south that is already developed. Strict application of the Code would deprive Applicant of reasonable use of the Property. Applicant is taking a parcel, that is joined with the adjacent parcel to the south, and improving circulation through the Property to ensure adequate access to all areas of the proposed grocery store and adjacent gas station for customers, emergency vehicles and delivery trucks. Additionally, the unified design between the Circle K parcel and the Aldi parcel creates internal cross access and circulation between the two parcels and eliminates additional movements and conflicts entering and exiting 441 that would be created if each parcel had its own ingress and egress to 441. By strictly adhering to the Code, Applicant would not be able to provide such access. Moving the building footprint would further impact proposed parking areas, landscape areas and existing trees. The hardship is not self-created, as Applicant is working with existing conditions caused by the developments surrounding the Property. Granting the variance is necessary for the reasonable use of the Property. Granting the variance is in harmony with the general purpose of this chapter of the Code with respect to building setbacks and landscape buffers. The proposed 5.5 foot northern building side yard setback and accompanying landscape buffer and buffer wall are sufficient to appropriately buffer the Aldi development and the adjacent collision center commercial business to the north.

Further, the variance is not injurious to the neighborhood or otherwise detrimental to the public welfare. As noted above, Applicant is improving the developed site by providing for adequate circulation, buffers and landscaping. The Aldi grocery store is compatible with the development on adjacent properties that generally include community retail and commercial businesses to the north, south and west and will serve the needs of the high-density residential developments in the vicinity of the Property.

PV-NOLA, LLC
2901 Rigsby Lane
Safety Harbor, FL 34695

Letter of Agent Authorization

PV-NOLA, LLC, hereby authorizes the law firm of DUNAY, MISKEL AND BACKMAN, LLP and THOMAS ENGINEERING GROUP to act as its authorized agent, including attendance at any meetings and public hearings necessary in connection with the project located in the City of North Lauderdale.

By: [Signature]

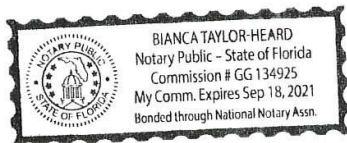
Print Name: Charles A. Ernst, Jr

Print Title: Operating Manager

Date: 8/2/18

STATE OF FLORIDA)
COUNTY OF PINELLAS)

The foregoing instrument was sworn to and acknowledged before me this 2nd day of August, 2018 by Charles A. Ernst, Jr as operating manager for PV-NOLA, LLC, a Florida corporation, on behalf of the corporation. He/she is personally known to me or has provided _____ as identification.



Bianca Taylor-Heard
Notary Public
State of Florida at Large
My Commission Expires: Bianca Taylor-Heard

[NOTARY SEAL]

ALDI FLORIDA, LLC
1171 N. State Road 7
Royal Palm Beach, FL 33411

Letter of Agent Authorization

ALDI FLORIDA, LLC, hereby authorizes the law firm of DUNAY, MISKEL AND BACKMAN, LLP and THOMAS ENGINEERING GROUP to act as its authorized agent, including attendance at any meetings and public hearings necessary in connection with the project located in the City of North Lauderdale.

By:  _____

Print Name: Christopher C. Hewitt

Print Title: Vice President

Date: 8/5/18

PHOENIX LAND INVESTMENTS LLC.
1 1 22 SOUTH STATE ROAD 7
NORTH LAUDERDALE, FL 33068

October 31, 2018

Tammy Reed-Holguin
Community Development Director
City of North Lauderdale
701 SW 71st Ave.
North Lauderdale, FL 33068

Re: Proposed Development of Aldi Grocery Store located at 1190 S. State Road 7, North Lauderdale ("City"), FL ("Aldi Property")

Dear Ms. Reed-Holguin:

As you are aware, Phoenix Land Investments, LLC ("Phoenix") is the owner of the property located just north of the Aldi Property as identified by the Broward County Property Appraiser as Property Identification/Folio Numbers 494206160012, 494206160013 and 494206160014 ("Phoenix Property"). Phoenix understands that Aldi is proposing to construct a one story +/- 22,277 square foot grocery store on the Aldi Property.

On behalf of Phoenix, this correspondence shall serve as notification to the City that Phoenix and Palm Collision understand that there will not be a landscape buffer on the southern boundary of the Phoenix Property; however, Phoenix believes that the five (5) foot Aldi building setback and accompanying landscape buffer along with the wall and fence (described below), that will be located on the northern boundary of the Aldi Property is more than sufficient to properly buffer the Phoenix Property and the Aldi Property. As such, Phoenix fully supports the Aldi site plan as submitted along with the proposed building setback and landscape buffer adjacent to the Phoenix Property.

Additionally, Phoenix understands that a wall and fence, with the wall beginning at the eastern property line and extending West along the southern line of the Phoenix Property for approximately two hundred (200) feet, will be constructed as part of the Aldi development. The wall will be approximately six (6) feet tall by one (1) foot wide, constructed of concrete and/or concrete block with plaster and paint finish. The remainder of the Phoenix Property's southern property line will be a six (6) foot security type fence continuing to the western property line and will be installed between the Phoenix Property and Aldi Property. This correspondence further acknowledges that Phoenix shall be solely responsible for ongoing maintenance, repair and replacement of the wall and fence once installed.

Please contact the undersigned if you wish to discuss this matter further.

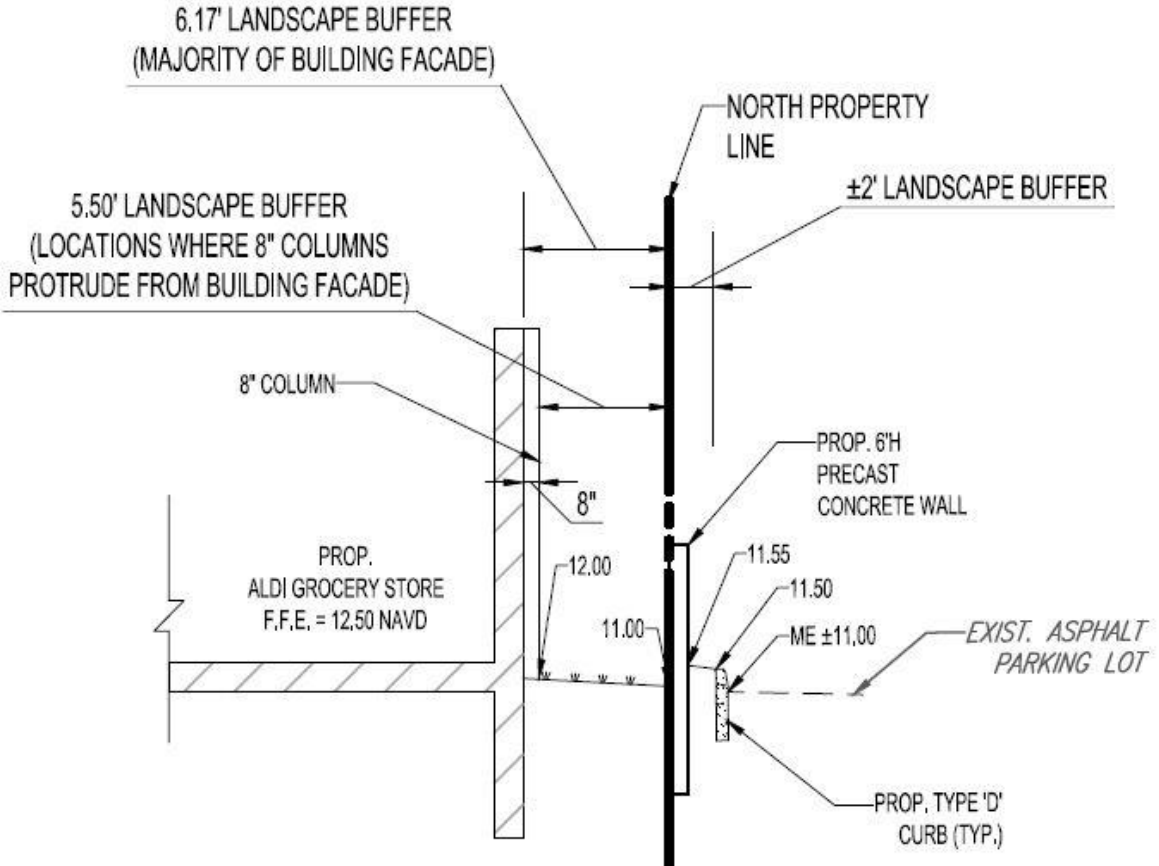
Sincerely,



Kevin Kelley, Manager
Phoenix Land Investments, LLC
1122 S. State Road 7
North Lauderdale, FL 33068

Typical Wall Detail Section:

5.5 foot side setback being requested.



SECTION D-D

1" = 10' SCALE

**CITY OF NORTH LAUDERDALE
COMMUNITY DEVELOPMENT DEPARTMENT**

TO: Mayor and City Commission

FROM: Ambreen Bhatti, City Manager

BY: Tammy Reed-Holguin, Community Development Director

DATE: December 11, 2018

LOCATION: 1190 S. SR 7 - Folio No. 494206160010

SUBJECT: Site Plan SPR 18-07
Aldi Grocery Store
Final Site Plan approval to construct a grocery store in a General Business (B-3) zoning district.

APPLICANT: Aldi Florida, LLC

Tonight we are presenting the final site plan for Aldi Florida, LLC for Commission's consideration of approval. Approval is contingent upon the approval of the variance that was also heard tonight. The preliminary site plan was approved by the Commission on November 13, 2018. As you may recall, the applicant is proposing to build a new 22,227 square foot grocery store. The store will occupy a currently undeveloped 1.83 acre lot that is directly abutting the recently developed Circle K to the north. The specific extent of the proposed site plan is detailed in **Attachment A** and is made a part of this report.

Background:

Aldi is expanding their operations in South Florida. The North Lauderdale location will be the most current store prototype building. The store will employ 15-25 people in a variety of jobs and Aldi has stated that they will make every effort to hire locally. Wine and beer will be sold for off-site consumption however, no liquor will be sold. The hours of operation for the grocery store are Monday through Saturday 9 AM till 9 PM and Sunday 9 am – 8 pm.

The proposed use of the parcel is consistent with the Master Business List that allows grocery stores in B-2 and B-3 zoning districts. Given the limited vacant, commercial space within the City, staff always encourages developers to consider a diversification of uses. This project provides a new grocery store which addresses some of the need expressed by the Community for more food options.

The City's professional planners reviewed the site plan and verified that the site meets City Code parking requirements based on the proposed retail use by providing 88 spaces including 4 ADA spaces where according to Section 106-223 (a)(20) of the City Code of Ordinances 85 parking spaces including ADA spaces are required. All parking spaces are provided on site.

A variance is required for the side setback on the north side of the building. There is a 5.5 foot setback provided from the columns protruding from the wall where 10 feet are required. There is a 6.17 foot setback from the flat portions of the wall as depicted in the attached diagram. All other required building setbacks are met. The variance was heard first this evening and the approval of the final site plan is contingent upon the variance approval on second reading. The applicant has communicated with the adjacent property owner to the north who has provided a letter of authorization and is expected to provide a maintenance agreement regarding the completion of the development.

There is no direct access to the site from State Road 7/441 on the west or SW 12th Street on the south. The entrance to this site from SR 7/441 is a shared access with the Circle K. As part of the approval for this development, a traffic analysis was requested. Although it is anticipated that the trip generation will not affect SR 7/441, the right turn queuing from SW 12th street to access 441 would require a traffic study. The traffic analysis was received on November 26, 2018. The conclusion from the applicant's traffic engineer was that the roadway capacity is available to support the site; therefore, concurrency is met for the project and that all turn-lanes entering and exiting the site are projected to be adequate; therefore, access to the site is acceptable. The report was forwarded to the City's consulting traffic engineer for review and verification that the approved methodology was used and the conclusions are accurate. At the time of this writing, our consultant had not yet completed his review.

In an effort to build a project consistent with the City's plan for the SR 7/ 441 Redevelopment Overlay District; staff requested that the applicant include architectural features and a color palette to match or at a minimum complement the Circle K and other buildings to provide a cohesive look for the development. The applicant has met this request as demonstrated in the attached color rendering.

The Development Review Committee met on October 12th, 2018 for a formal review. After considerable review and discussion, the Committee recommended approval of the site plan to the Planning and Zoning Board with direction to the applicant to work with the staff to finalize the site plan.

The Planning and Zoning Board met and heard this item on Wednesday, November 7, 2018. The Board unanimously (4-0) approved both the variance item and site plan, which are contingent upon each other.

The City Commission approved the preliminary site plan unanimously on November 13, 2018.

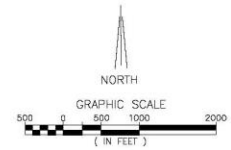
Tonight we are presenting the item for consideration of final site plan approval. Administration is in agreement with the Planning & Zoning Board's recommendation of approval with the eleven conditions listed below.

RECOMMENDATION:

If the City Commission concurs with the applicant's request and the recommendation of the Administration and Planning and Zoning Board, a motion is in order to approve the final site plan subject to the following conditions:

1. The applicant shall comply with all applicable City Codes and Florida Building Codes.
2. All terms, conditions and provisions imposed by the Planning and Zoning Board, City Commission, DRC and Staff including all life, health and safety Codes pertaining to this development shall be met prior to the issuance of building permits.
3. The DRC, Planning and Zoning Board and City Commission reserve the right to impose any additional requirements deemed necessary during subsequent approval reviews.
4. Copies of all applicable permits and approvals by other regulatory agencies shall be provided to the City prior to issuance of building permits.
5. All conditions required by Code and/or set forth by the City engineer shall be met.
6. In the event that any problems arise, as a result of the operation of this establishment, such as noise, parking, traffic, and/or other nuisances, the applicant shall make all improvements required to mitigate these nuisances so as not to negatively impact adjacent areas.
7. The applicant shall comply with all provisions contained in Chapter 102 "Vegetation" of the City Code and shall submit detailed landscaping plans for landscaping permit.
8. Prior to the issuance of building permits, the applicant shall provide a written verification that all County impact fees associated with this project have been paid.
9. Prior to the issuance of the Certificate of Occupancy by the City Building Department, the applicant shall pay all applicable assessment and impact fees to the City.
10. If necessary, proper easements will be dedicated to the City of North Lauderdale.
11. The applicant is to provide letter of authorization and maintenance agreement from the property owner to the North regarding the completion of the development. (Provided October 31, 2018)

ZONING DISTRICT MAP CITY OF NORTH LAUDERDALE

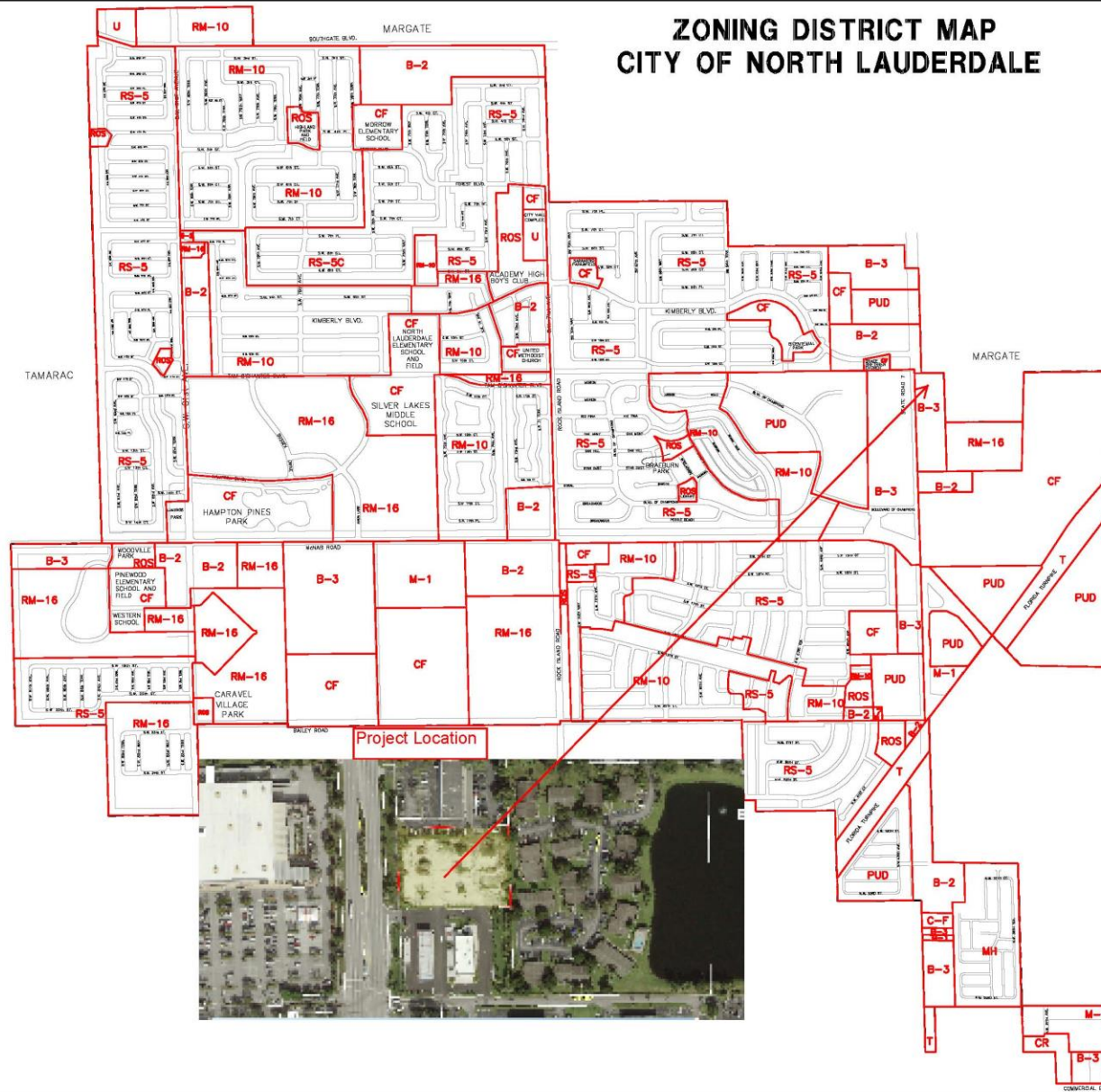


ZONING DISTRICTS

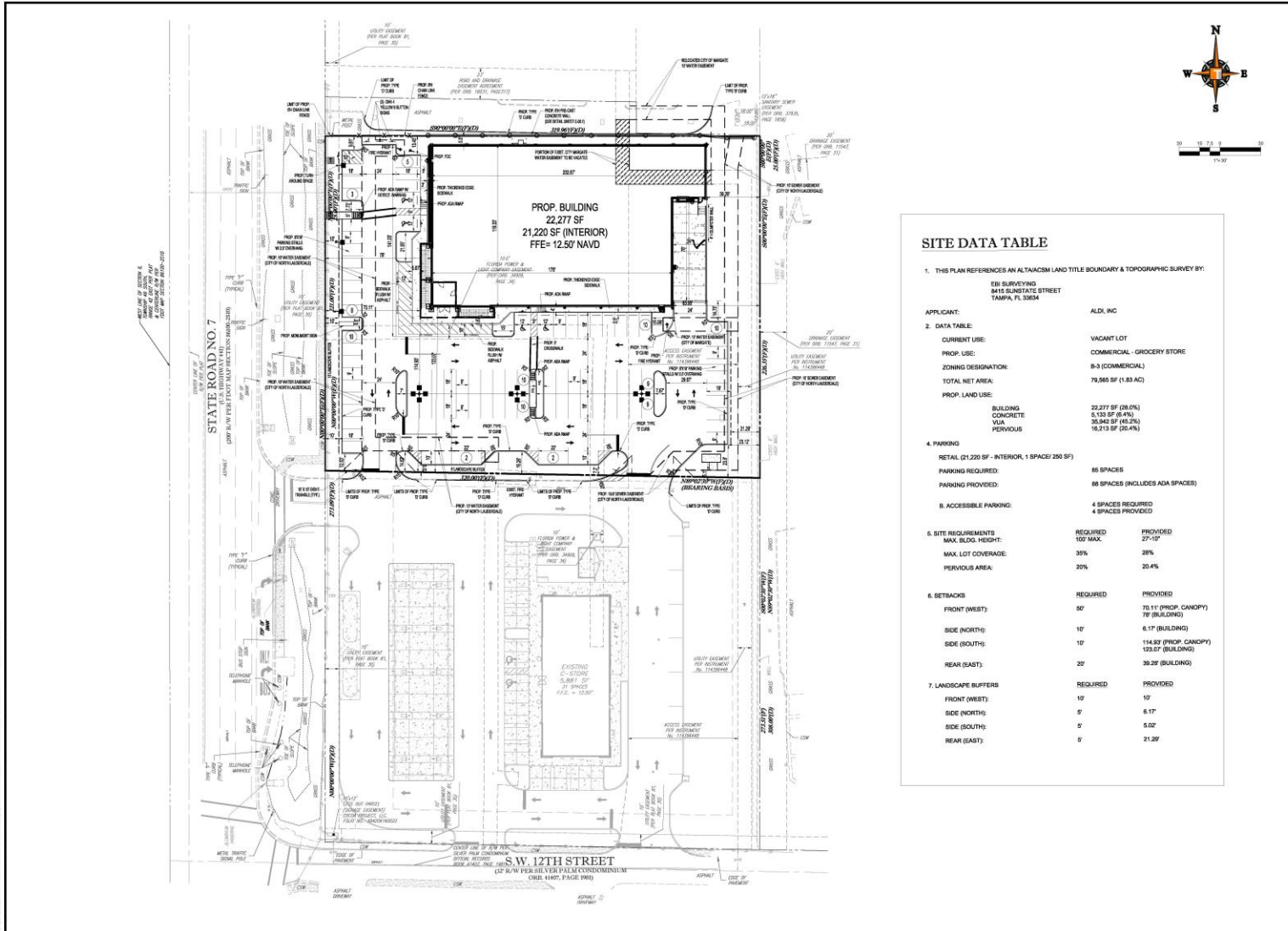
- RS-5 Residential Single Family (5dua)
- RM-10 Residential Multi Family (10dua)
- RM-16 Residential Multi Family (16dua)
- B-2 Community Business
- B-3 Community Business
- M-1 Light Industrial
- RDS Recreation/Open Space
- CF Community Facilities
- PUD Planned Unit Development
- U Utilities
- T Transportation

CITY LIMITS

ZONING DISTRICTS



ZONING DISTRICT MAP - CITY OF NORTH LAUDERDALE



SITE DATA TABLE

1. THIS PLAN REFERENCES AN ALTA/ACSM LAND BOUNDARY & TOPOGRAPHIC SURVEY BY:
 (B) SURVEYING
 RAS SUNSTATE STREET
 TAMPA, FL 33634

APPLICANT: ALDI, INC.

2. DATA TABLE:

CURRENT USE: VACANT LOT
 PROP. USE: COMMERCIAL - GROCERY STORE
 ZONING DESIGNATION: B-3 COMMERCIAL
 TOTAL NET AREA: 79,565 SF (1.83 AC)
 PROP. LAND USE:
 BUILDING: 22,277 SF (28.0%)
 CONCRETE: 5,133 SF (6.4%)
 PAVEMENT: 50,942 SF (63.6%)
 PERVIOUS: 16,213 SF (20.4%)

4. PARKING
 RETAIL (21,220 SF - INTERIOR, 1 SPACE/250 SF)
 PARKING REQUIRED: 85 SPACES
 PARKING PROVIDED: 88 SPACES (INCLUDES ADA SPACES)

5. ACCESSIBLE PARKING: 4 SPACES REQUIRED
 4 SPACES PROVIDED

6. SITE REQUIREMENTS

MAX. BLDG. HEIGHT:	REQUIRED	PROVIDED
100' MAX.	27'-10"	

MAX. LOT COVERAGE:	REQUIRED	PROVIDED
35%	28%	

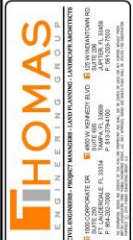
PERVIOUS AREA:	REQUIRED	PROVIDED
20%	20.4%	

7. SETBACKS

	REQUIRED	PROVIDED
FRONT (WEST):	50'	70.11' (PROP. CANOPY) 27' (BUILDING)
SIDE (NORTH):	10'	6.17' (BUILDING)
SIDE (SOUTH):	10'	114.83' (PROP. CANOPY) 123.07' (BUILDING)
REAR (EAST):	20'	39.29' (BUILDING)

8. LANDSCAPE BUFFERS

	REQUIRED	PROVIDED
FRONT (WEST):	10'	10'
SIDE (NORTH):	5'	6.17'
SIDE (SOUTH):	5'	5.02'
REAR (EAST):	5'	21.29'



REV.	DATE	DESCRIPTION



PROJECT NO:	1190 S. SR 7
ISSUED BY:	TD
CHECKED BY:	TD
DATE:	10-20-20
DRAWN BY:	TD
SCALE:	AS SHOWN

PROJECT:
1190 S. SR 7

FOR:
ALDI INC.

CITY OF NORTH LAUDERDALE
 FLORIDA



KRISTIN N. DIPIERRO

PROFESSIONAL ENGINEER
 1000 CORPORATE DRIVE, SUITE 200
 FORT LAUDERDALE, FL 33304
 FLORIDA BUSINESS CERT. OF AUTH. NO. 27028

SHEET TITLE:
SITE PLAN

SHEET NUMBER:
C-05

ALL TREES TO REMAIN MUST BE PROTECTED BY TREE PROTECTION BARRICADES MEETING THE MINIMUM STANDARDS. PROTECTIVE BARRICADES SHALL REMAIN IN PLACE UNTIL LAND ALTERATION AND CONSTRUCTION ACTIVITIES ARE COMPLETED.

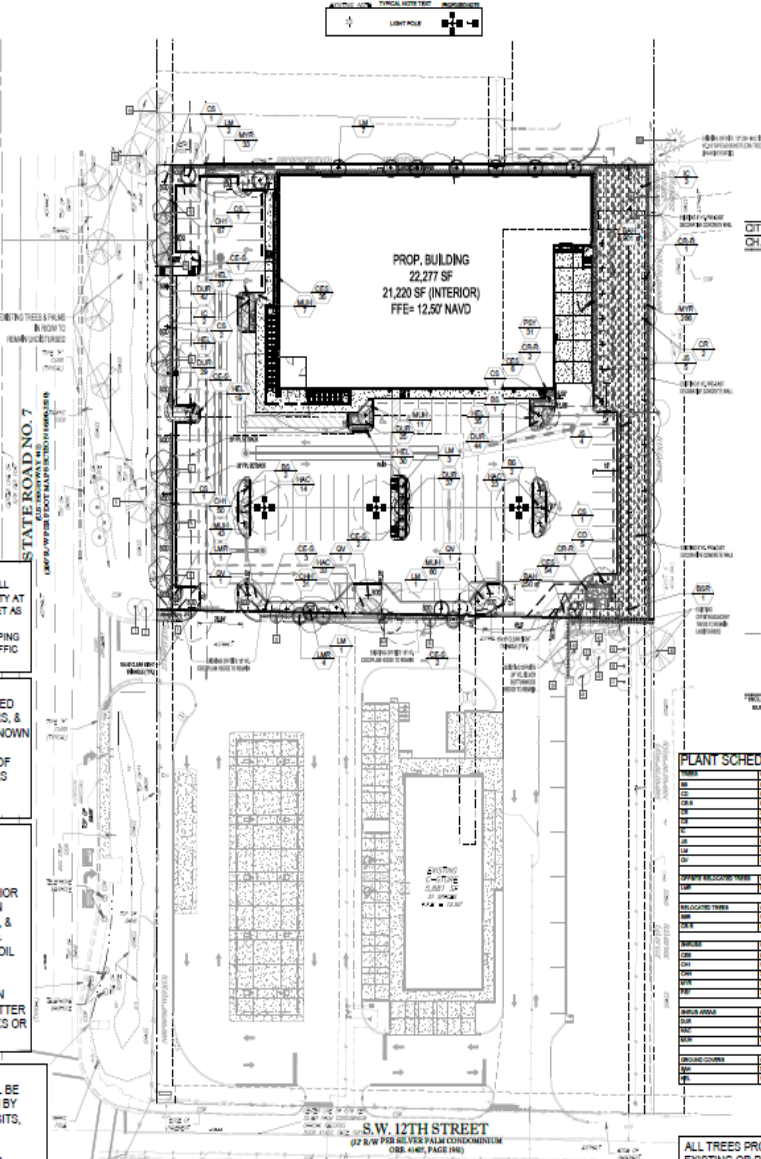
ALL TRIMMING UNDERTAKEN ON A TREE PROTECTED BY THE PROVISIONS OF THE LAND DEVELOPMENT CODE SHALL BE PRUNED IN ACCORDANCE WITH THE AMERICAN NATIONAL STANDARDS INSTITUTE (ANSI) A-300 PRUNING STANDARDS

LANDSCAPING WITHIN THE CLEAR SIGHT TRIANGLES AS SHOWN ON THIS PLAN SHALL PROVIDE UNOBSTRUCTED CROSS-VISIBILITY AT A LEVEL BETWEEN TWO FEET AND SIX FEET AS MEASURED FROM THE CROWN OF THE ROADWAY PROVIDED THAT THE LANDSCAPING IS LOCATED SO AS NOT TO CREATE A TRAFFIC HAZARD; SEE SEC. 102-57 FOR MORE INFO

ALL ABOVE GROUND MECHANICAL EQUIPMENT SUCH AS, BUT NOT LIMITED TO EXTERIOR UTILITY BOXES, METERS, & TRANSFORMERS NOT CURRENTLY KNOWN OR DEPICTED SHALL BE VISUALLY SCREENED A MIN. OF 6' ABOVE TOP OF EQUIPMENT. BACKFLOW PREVENTERS SHALL BE PAINTED TO MATCH THE PRINCIPAL STRUCTURE

ALL AREAS THAT WERE PREVIOUSLY IMPERVIOUS OR ROAD ROCK & NOW PROPOSED AS PERVIOUS SHALL BE EXCAVATED TO A DEPTH OF 30" & BACKFILLED WITH PLANTING SOIL PRIOR TO ANY PLANTING TO COMMENCE ON SITE. COMPACTED SOIL, ROAD ROCK, & EXCESS DEBRIS SHALL BE REMOVED. CONTRACTOR IS TO ENSURE THAT SOIL FAVORABLE TO SHRUB GROWTH & SUSTAINABILITY EXISTS OVER ALL PLANTING AREAS; SOIL COMPOSITION SHOULD CONTAIN 2-4% ORGANIC MATTER WITH REMOVAL OF ANY LARGE ROCKS OR DEBRIS, LARGER THAN A LEMON

DURING LAND ALTERATION AND CONSTRUCTION ACTIVITIES, IT SHALL BE UNLAWFUL TO REMOVE VEGETATION BY GRUBBING OR TO PLACE SOIL DEPOSITS, DEBRIS, SOLVENTS, CONSTRUCTION MATERIAL, MACHINERY OR OTHER EQUIPMENT OF ANY KIND WITHIN THE DRILLPIE OF A TREE TO REMAIN ON THE SITE UNLESS OTHERWISE APPROVED BY THE CITY.



CITY OF NORTH LAUDERDALE, FLORIDA - LANDSCAPE CODE COMPLIANCE CHART
CH. 102 Vegetation

PLANT MATERIAL STANDARD	ZONE	PROVIDED	PROVIDED
Sec. 102.04. PLANE MATERIAL STANDARD Plant material shall be listed by the following: Zone 1 or 2: Tree 12' H, 2' Cal., 2' spread, 4 or 5; Zone 3: Tree 10' H, 2' Cal., 2' spread, 4 or 5; Zone 4: Tree 10' H, 2' Cal., 2' spread, 4 or 5; Zone 5: Tree 10' H, 2' Cal., 2' spread, 4 or 5	Zone 1-3		
Sec. 102.06. OVERALL LANDSCAPING FOR DISTRICTS Each plot shall have #1 Tree & #2 Shrubs 1,000 SF of plot area not used for structures or VA.	Zone 1-3	22 Trees 14 Shrubs	21 TREES EXCESSIVE
Sec. 102.07. LANDSCAPING ADJACENT TO CURBSET BOW 1) A tree at least 12' in width planted between the building and the adjacent parking & any other outdoor use area shall be required in a planting bed 10' wide landscaped to include: (1) Tree 12' H & (2) 2' shrub	Zone 1-3	17 L.S. Shrub 7 Trees 2' H. Unplanted	17' L.S. Shrub 6 BERTING & 1 UNPLANTED TREE 2' H. HEDGE
Sec. 102.08. LANDSCAPING ADJACENT TO EXISTING PROPERTIES a) On the side of a building or structure providing off-street parking or VA a landscape strip at least 10' wide shall be provided adjacent to the VA. The strip shall include 2-3' H. & 2-3' W. shrubs, 1-2' H. & 2-3' W. trees, and 2-3' H. & 2-3' W. shrubs.	Zone 1-3	Continuous Hedge 2' H. 8 Trees	Complete 8 TREES AND 4 EXIST. & 4 RELOCATED-HALL TREES
Sec. 102.09. OVERALL LANDSCAPING FOR DISTRICTS a) 10' of existing space reserved, including those existing a perimeter for which landscaping is required by other sections. A retaining wall shall be provided in front of each a perimeter. b) Existing plants shall have a 147' H of ground area. c) Planting islands shall include at least: (1) Tree (2' H. & 2' W. & 2' D.) (2) Tree 12' H. & 2' W. & 2' D. (3) Tree 14' H. & 2' W. & 2' D.	Zone 1-3	490 of EXCESSIVE 277 of EXCESSIVE 8 Trees 14 Trees 2 Trees	4 TREES EXCESSIVE 8 TREES 14 TREES 2 TREES
SECTION REQUIREMENTS: For the Revised Code, Code of Ordinances, Chapter 27, ARTICLE 27 County Coverage removal - County Coverage removal Removal - There is no removal on reduction of AFRAD 3.1158F NON-SPECIFIC CANOPY COVERAGE REMOVED TO BE REPLACED (1) UNPLANTED	Zone 1-3		PROVIDED

PLANT SCHEDULE

TYPE	CITY	COMMON NAME	SCIENTIFIC NAME	PROPAGATION	CLIMATE	HEIGHT	WIND	SHADE	SMELL	FRUIT
SHRUB	1	Orange Tree	Citrus aurantium	10'	20'	12'	1'	Yes	Yes	12'
SHRUB	2	Orange Tree	Citrus aurantium	10'	20'	12'	1'	Yes	Yes	12'
SHRUB	3	Orange Tree	Citrus aurantium	10'	20'	12'	1'	Yes	Yes	12'
SHRUB	4	Orange Tree	Citrus aurantium	10'	20'	12'	1'	Yes	Yes	12'
SHRUB	5	Orange Tree	Citrus aurantium	10'	20'	12'	1'	Yes	Yes	12'
SHRUB	6	Orange Tree	Citrus aurantium	10'	20'	12'	1'	Yes	Yes	12'
SHRUB	7	Orange Tree	Citrus aurantium	10'	20'	12'	1'	Yes	Yes	12'
SHRUB	8	Orange Tree	Citrus aurantium	10'	20'	12'	1'	Yes	Yes	12'
SHRUB	9	Orange Tree	Citrus aurantium	10'	20'	12'	1'	Yes	Yes	12'
SHRUB	10	Orange Tree	Citrus aurantium	10'	20'	12'	1'	Yes	Yes	12'

ALL TREES PROPOSED WITHIN 6' OF EXISTING OR PROPOSED UNDERGROUND UTILITIES SHALL UTILIZE ROOT BARRIER SYSTEM AS SHOWN ON SHEET L-03

ALL ACCESSORY STRUCTURES SUCH AS, BUT NOT LIMITED TO, IRRIGATION PUMPS, DAMPER ENCLOSURES, & UTILITY BOXES SHALL BE SCREENED WITH SHRUBS ON ALL APPLICABLE SIDES. SHRUBS PLANTED FOR THIS PURPOSE SHALL BE IN ADDITION TO REGULAR CODE REQUIREMENTS

ALL EXISTING INVASIVE/EXOGENIC PLANT MATERIALS SHALL BE REMOVED & BRIDICATED FROM SITE



NO. 1	NO. 2	NO. 3	NO. 4	NO. 5	NO. 6	NO. 7	NO. 8	NO. 9	NO. 10
-------	-------	-------	-------	-------	-------	-------	-------	-------	--------



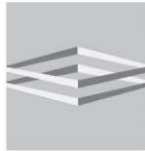
PROJECT NO. SW 12TH STREET & STATE ROAD NO. 7
DESIGNED BY: [Signature]
DATE: [Date]

FOR:
ALDI INC.
CITY OF NORTH LAUDERDALE, FLORIDA



LANDSCAPE PLAN
SHEET NO. **L-02**





**DUNAY
MISKEL
BACKMAN** LLP

Gary Dunay
Bonnie Miskel
Scott Backman

Hope Cathoun
Dwayne Dickerson
Ele Zachariades

Christina Bilenki
Heather Jo Allen
Andrea Keiser

MEMORANDUM OF INTENT

To: Tammy L. Reed-Holguin, Community Development Director
Andrew E. Disbury, Community Development Specialist

From: Dwayne L. Dickerson, Esq.

Date: September 12, 2018

Re: Site Plan Approvals for Aldi Grocery Store

As you are aware, the law firm of Dunay, Miskel and Backman, LLP (“DMB”) represents PV-NOLA, LLC who is the owner of the property generally located on the east side of State Road 7 just north of S.W. 12th Street (“Property”) within the City of North Lauderdale (“City”), Florida. DMB also represents Aldi Florida, LLC (“Aldi”). The vacant Property consists of +/- 1.83 acres and is identified by the Broward County Property Appraiser as Property Identification/Folio Number 494206160010. Aldi is proposing to construct a one story +/- 22,277 square foot grocery store on the Property. Along with the assortment of grocery offerings, Aldi provides a variety of beer and wine for off premises consumption only; however, no liquor will be sold in the store. Aldi anticipates employing approximately 15 -25 employees at this store and strives to select its employees from the areas and communities surrounding the store.

The Property is located within the B-3 General Business zoning district, as such, the anticipated Aldi grocery store is a permitted use by right. The proposed hours of operation for the Aldi are as follows:

Monday: 9:00am - 9:00pm
Tuesday: 9:00am - 9:00pm
Wednesday: 9:00am - 9:00pm
Thursday: 9:00am - 9:00pm
Friday: 9:00am - 9:00pm
Saturday: 9:00am - 9:00pm
Sunday: 9:00am - 8:00pm

PV-NOLA, LLC
2901 Rigsby Lane
Safety Harbor, FL 34695

Letter of Agent Authorization

PV-NOLA, LLC, hereby authorizes the law firm of DUNAY, MISKEL AND BACKMAN, LLP and THOMAS ENGINEERING GROUP to act as its authorized agent, including attendance at any meetings and public hearings necessary in connection with the project located in the City of North Lauderdale.

By: [Signature]

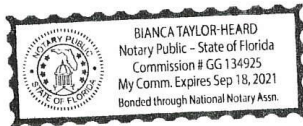
Print Name: Charles A. Ernst, Jr

Print Title: Operating Manager

Date: 8/2/18

STATE OF FLORIDA)
COUNTY OF PINELLAS)

The foregoing instrument was sworn to and acknowledged before me this 2nd day of August, 2018 by Charles A. Ernst, Jr as operating manager of PV-NOLA, LLC, a Florida corporation, on behalf of the corporation. He/she is personally known to me or has provided _____ as identification.



Bianca Taylor-Heard
Notary Public
State of Florida at Large
My Commission Expires: Bianca Taylor-Heard

[NOTARY SEAL]

ALDI FLORIDA, LLC
1171 N. State Road 7
Royal Palm Beach, FL 33411

Letter of Agent Authorization

ALDI FLORIDA, LLC, hereby authorizes the law firm of DUNAY, MISKEL AND BACKMAN, LLP and THOMAS ENGINEERING GROUP to act as its authorized agent, including attendance at any meetings and public hearings necessary in connection with the project located in the City of North Lauderdale.

By: 

Print Name: Christopher C. Hewitt

Print Title: Vice President

Date: 8/5/18

PHOENIX LAND INVESTMENTS LLC.
1 1 22 SOUTH STATE ROAD 7
NORTH LAUDERDALE, FL 33068

October 31, 2018

Tammy Reed-Holguin
Community Development Director
City of North Lauderdale
701 SW 71st Ave.
North Lauderdale, FL 33068

Re: Proposed Development of Aldi Grocery Store located at 1190 S. State Road 7, North Lauderdale ("City"), FL ("Aldi Property")

Dear Ms. Reed-Holguin:

As you are aware, Phoenix Land Investments, LLC ("Phoenix") is the owner of the property located just north of the Aldi Property as identified by the Broward County Property Appraiser as Property Identification/Folio Numbers 494206160012, 494206160013 and 494206160014 ("Phoenix Property"). Phoenix understands that Aldi is proposing to construct a one story +/- 22,277 square foot grocery store on the Aldi Property.

On behalf of Phoenix, this correspondence shall serve as notification to the City that Phoenix and Palm Collision understand that there will not be a landscape buffer on the southern boundary of the Phoenix Property; however, Phoenix believes that the five (5) foot Aldi building setback and accompanying landscape buffer along with the wall and fence (described below), that will be located on the northern boundary of the Aldi Property is more than sufficient to properly buffer the Phoenix Property and the Aldi Property. As such, Phoenix fully supports the Aldi site plan as submitted along with the proposed building setback and landscape buffer adjacent to the Phoenix Property.

Additionally, Phoenix understands that a wall and fence, with the wall beginning at the eastern property line and extending West along the southern line of the Phoenix Property for approximately two hundred (200) feet, will be constructed as part of the Aldi development. The wall will be approximately six (6) feet tall by one (1) foot wide, constructed of concrete and/or concrete block with plaster and paint finish. The remainder of the Phoenix Property's southern property line will be a six (6) foot security type fence continuing to the western property line and will be installed between the Phoenix Property and Aldi Property. This correspondence further acknowledges that Phoenix shall be solely responsible for ongoing maintenance, repair and replacement of the wall and fence once installed.

Please contact the undersigned if you wish to discuss this matter further.

Sincerely,



Kevin Kelley, Manager
Phoenix Land Investments, LLC
1122 S. State Road 7
North Lauderdale, FL 33068

**CITY OF NORTH LAUDERDALE
COMMUNITY DEVELOPMENT DEPARTMENT**

TO: Mayor and City Commission

FROM: Ambreen Bhatti, City Manager

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

DATE: December 11, 2018

SUBJECT: SEU 18-05 Star of David Broward Memorial Gardens II
North side of Bailey Road west of existing Star of David facility at
7701 Bailey Road. (Original SEU 99-01 and SEU 04-13).

**Special Exception Use (SEU) Permit for Cemetery Use in a
Community Facility (CF) Zoning District.**

APPLICANT: Funeral Services Acquisition Group, Inc.

BACKGROUND

Star of David Memorial Gardens, owned by the applicant, is an existing cemetery. In Accordance with Section 106-417, of the City Zoning Code of Ordinances, cemeteries and mausoleums require a special exception use permit when located in a Community Facilities Zoning District.

The original SEU (SEU 99-01) was approved in 1999, but due to lack of permit activity after the construction of the first phase of the project the special exception use permit expired. A new SEU was approved in 2005 (SEU 04-13) for the construction of the mausoleum and office building. These buildings are built now and that SEU is expired. They are now constructing a storage and maintenance building on the proposed third phase of the site. The conditions and circumstances for approval of the SEU have not changed, however, because the last SEU has expired, it is necessary to approve an SEU with same conditions but a new number.

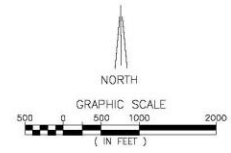
Staff has reviewed the proposed request in light of the guidelines and criteria contained in section 106-159 of the City Code, and determined that the construction of a maintenance and storage building associated with an existing cemetery and mausoleum is not likely to create an unreasonable disruption to the area. It also does not involve an undesired increase or intensity of development, and should not have a negative effect on the community for any other identifiable reasons. The proposed use does not create any additional impact upon the capacity of utilities, or public services and confirms with the goals, objectives and policies and land uses established by the City's code of ordinances.

RECOMMENDATION:

If the City Commission concurs with this request, a motion is in order to approve the special exception use permit with a new number and subject to the following conditions which are consistent with the previous two SEU's:

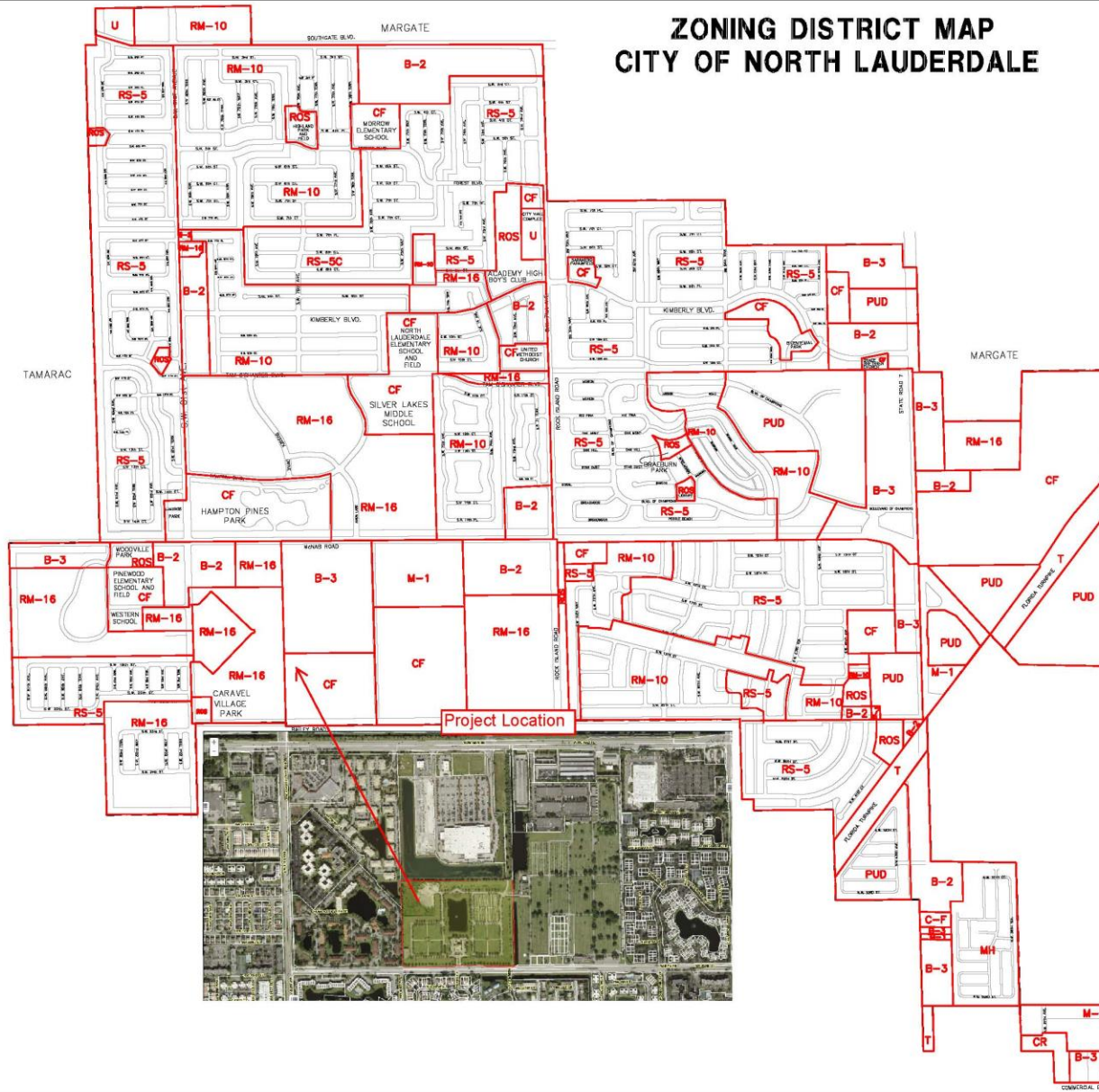
1. The applicant shall comply with applicable City Codes and Florida Building Codes.
2. All terms, conditions and provisions imposed by the Planning and Zoning Board through previous consideration of SEU's, City Commission, DRC and Staff including all life, health and safety Codes pertaining to this development shall be met prior to the issuance of building permits.
3. The DRC, Planning and Zoning Board and City Commission reserve the right to impose any additional requirements deemed necessary during subsequent approval reviews.
4. Copies of all applicable permits and approvals by other regulatory agencies shall be provided to the City prior to issuance of building permits.
5. All conditions required by Code and/or set forth by the City engineer shall be met.
6. In the event that any problems arise, as a result of the operation of this establishment, such as noise, parking, traffic, and/or other nuisances, the applicant shall make all improvements required to mitigate these nuisances so as not to negatively impact adjacent areas.
7. The approval is contingent upon the site plan approval that is being reviewed concurrent to this request.

ZONING DISTRICT MAP CITY OF NORTH LAUDERDALE

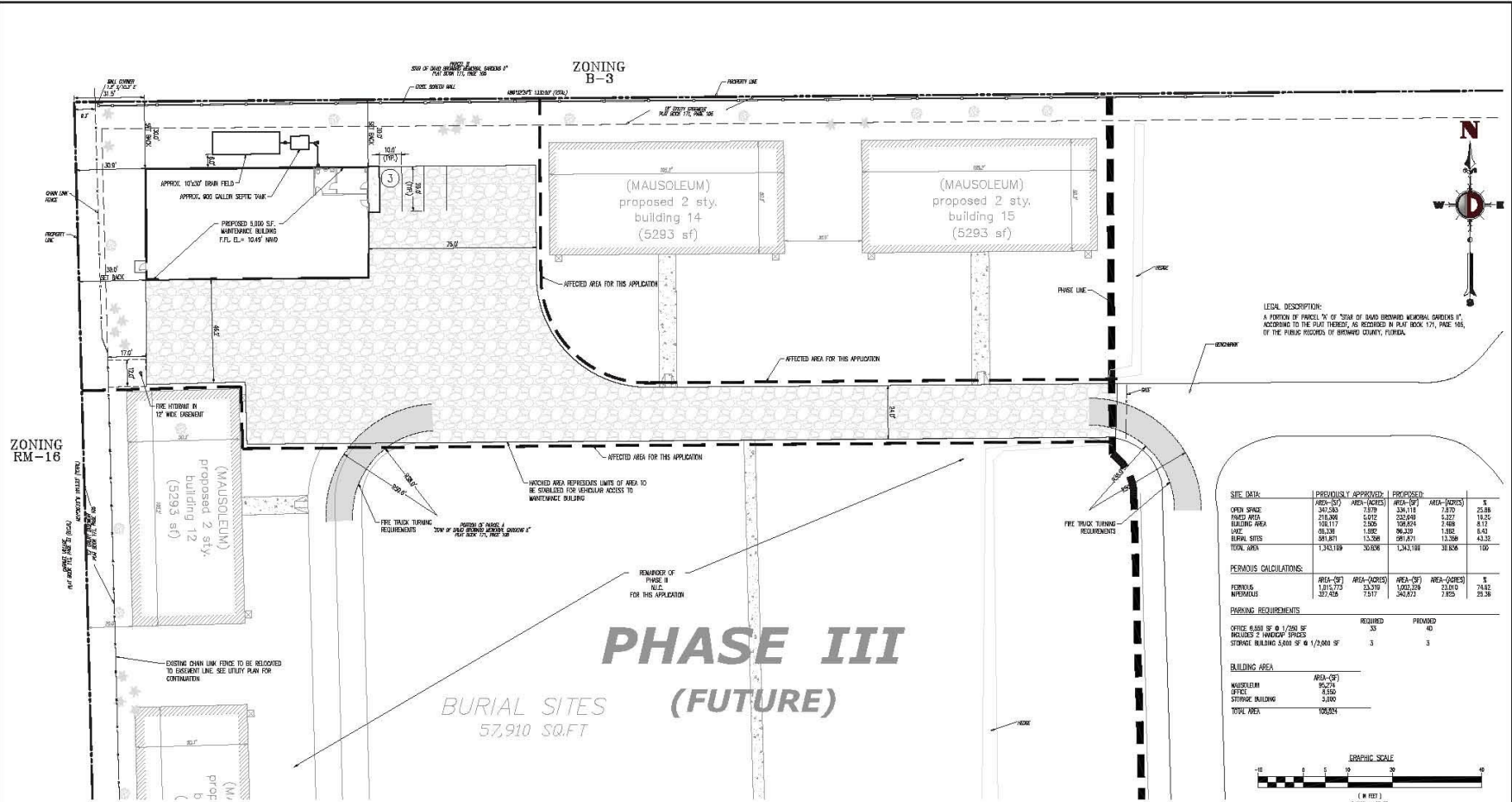


- ZONING DISTRICTS
- RS-5 Residential Single Family (5dua)
 - RM-10 Residential Multi Family (10dua)
 - RM-16 Residential Multi Family (16dua)
 - B-2 Community Business
 - B-3 Community Business
 - M-1 Light Industrial
 - ROS Recreation/Open Space
 - CF Community Facilities
 - PUD Planned Unit Development
 - U Utilities
 - T Transportation

CITY LIMITS - - - - -
ZONING DISTRICTS - - - - -



ZONING DISTRICT MAP - CITY OF NORTH LAUDERDALE



LEGAL DESCRIPTION:
 A PORTION OF PARCEL "A" OF "STATE OF DAVID BROWN MEMORIAL GREENS II",
 ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 171, PAGE 105,
 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

SITE DATA:	PREVIOUSLY APPROVED		PROPOSED		%
	AREA-SQ'	AREA-ACRES	AREA-SQ'	AREA-ACRES	
OPEN SPACE	25,285	0.73	334,115	7.70	25.88
PAVED AREA	218,300	6.07	332,848	7.67	19.25
BUILDING AREA	181,117	5.20	109,624	2.48	6.12
DRIVE	85,338	2.45	86,239	1.98	6.43
BURIAL SITES	891,891	25.58	891,871	25.58	43.32
TOTAL AREA	1,343,149	39.03	1,343,188	39.03	100

PERIODS CALCULATIONS:	AREA-SQ'		AREA-ACRES		%
	AREA-SQ'	AREA-ACRES	AREA-SQ'	AREA-ACRES	
PERIODS	1,015,773	29.370	1,003,374	29.010	74.32
PERIODS	327,376	0.947	339,814	0.975	25.68

PARKING REQUIREMENTS	REQUIRED		PROVIDED	
	OFFICE BLDG 5,000 SF @ 1/2,000 SF	INDUSTRIAL 2,000 SF @ 1/2,000 SF	33	40
STORAGE BUILDING 5,000 SF @ 1/2,000 SF	3	3		

BUILDING AREA	AREA-SQ'	
	MAUSOLEUM	10,586
OFFICE	5,000	
STORAGE BUILDING	5,000	
TOTAL AREA	20,586	



THIS PLAN MAY BE PREPARED BY AN ARCHITECT OR ENGINEER ONLY AND MUST BE USED FOR THE PROPOSED PROJECT.

DYNAMIC ENGINEERING
 LAND DEVELOPMENT CONSULTING • SURVEYING • ENVIRONMENTAL • SITEWORK • PLANNING & DESIGN

1700 UNIVERSITY BLVD., SUITE 200, FT. LAUDERDALE, FL 33304
 (954) 349-1111

TITLE: **SITE PLAN**

PROJECT: STATE OF DAVID BROWN MEMORIAL BUILDING	DATE: 07/06/2018
7801 BUNKY ROAD, NORTH LAUDERDALE, FLORIDA, 33068	SCALE: 1"=20'
MICHAEL D. MILES	3
PROFESSIONAL ENGINEER, FLORIDA LICENSE NO. 12315	DATE: 07/06/2018

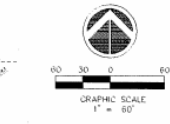
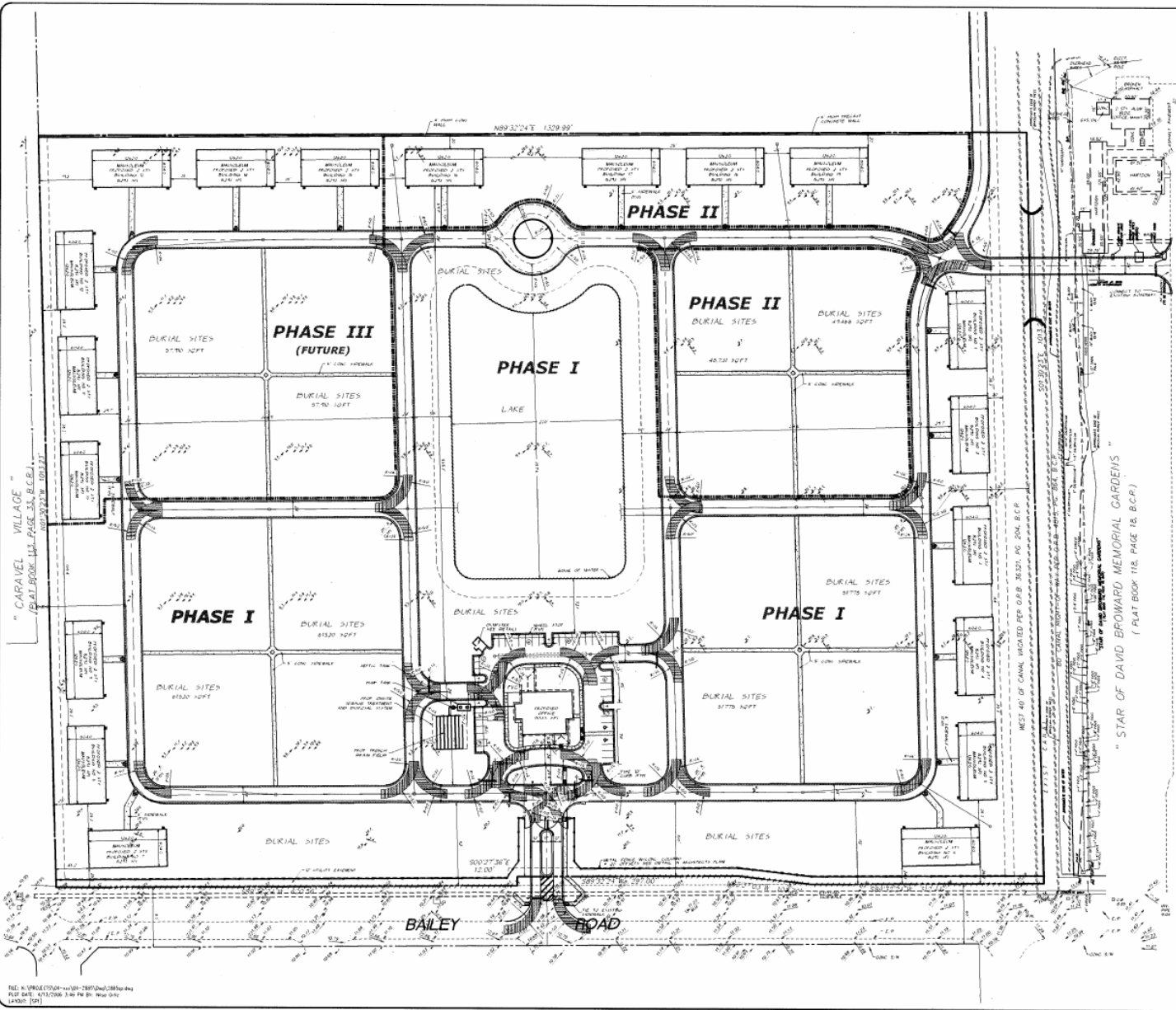
PROTECT YOURSELF

AN EASY-TO-USE SYSTEM OF CONCRETE REINFORCEMENT
 REINFORCING BARS TO PROTECT AGAINST CRACKING AND SPLITTING

801
 REINFORCING BARS

FOR STATE SPECIFICATIONS: VISIT: WWW.801.COM

PROJECT: STATE OF DAVID BROWN MEMORIAL BUILDING, 7801 BUNKY ROAD, NORTH LAUDERDALE, FLORIDA, 33068. DATE: 07/06/2018. SCALE: 1"=20'. DRAWN BY: MICHAEL D. MILES. CHECKED BY: MICHAEL D. MILES.



LEGAL DESCRIPTION

PAGE 2 OF 1748 OF DAVID BROWARD MEMORIAL GARDENS AS RECORDED IN PLAT BOOK 171, PAGE 253, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA TOGETHER WITH THE WEST 40 FEET OF A PORTION OF THAT CERTAIN 30 CANAL RIGHT-OF-WAY VALUED BY THE RESOLUTION RECORDED IN OFFICIAL RECORDS BOOK PAGE 204 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA DESCRIBED AS FOLLOWS: BOUNDARY ON THE NORTH BY THE EASTLY EXTENSION OF THE SOUTH LINE OF AFORESAID PARCEL A BOUNDARY ON THE WEST BY THE EAST LINE OF SAID PARCEL A BOUNDARY ON THE SOUTH BY THE EASTLY EXTENSION OF THE SOUTH LINE OF SAID PARCEL A BOUNDARY ON THE EAST BY A LINE PARALLEL TO SAID EAST LINE OF SAID PARCEL A AT RIGHT ANGLES TO THE SAID EAST LINE OF PARCEL A SAID LANDS CONTAINING AGAIN ALONG MORE OR LESS

SITE DATA:

	AREA - SQ FT	AREA - ACRES	%
OPEN SPACE	347,763	7.978	23.88
PAVED AREA	28,207	0.642	8.25
PLANTING AREA	6,937	0.158	8.12
LAKE	88,114	2.02	6.42
BURIAL SITES	288,711	6.638	43.32
TOTAL AREA	729,732	16.636	100

PERVIOUS CALCULATIONS:

	AREA - SQ FT	AREA - ACRES	%
PERVIOUS	130,712	2.997	23.62
IMPERVIOUS	317,420	7.277	56.37

PARKING REQUIREMENTS

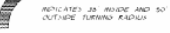
	REQUIRED	PROVIDED
OFFICE @ 250 SF = 1,250 SF	12	10
INCLUDES 2 HANDICAP SPACES	12	10

BUILDING AREA

	AREA - SQ FT
MANUSCRIPT OFFICE	20,587
OFFICE	8,850
TOTAL AREA	29,437

ZONING C-F

MEMORIAL FACILITY



NOTE: WATER TO BE PROVIDED BY THE CITY OF NORTH LAUDERDALE. THERE ARE NO WELLS OR WATER MAINS ON BODIES OF WATER WITHIN 75 FEET OF THE PROJECT'S LINE EXCEPT AS SHOWN.

Sun-Tech Engineering, Inc.
 Engineers - Planners - Surveyors
 1000 West Colonial Park Boulevard
 Business License # 1253
 State License # 1253
 E-Mail: suntech@suntecheng.com
 Fax: (954) 773-1114

REVISIONS

NO.	DATE	DESCRIPTION
1	10/20/04	ISSUED FOR PERMITS
2	10/20/04	REVISED PERMITS
3	10/20/04	REVISED PERMITS

STAR OF DAVID BROWARD MEMORIAL GARDENS II
 CITY OF NORTH LAUDERDALE
 BROWARD COUNTY, FLORIDA
SITE PLAN

DATE: OCT. 2004
SCALE: 1"=60'
DESIGNED BY: M.G.
DRAWN BY: V.V.
JOB NUMBER: 04-2885
SHEET No: SP1
SEAL:

FILE: K:\PROJECTS\04-2885\04-2885.dwg
 PLOT DATE: 10/20/04 3:48 PM BY: V.V.
 LAYOUT: [01]



SCI FUNERAL SERVICES OF FLORIDA, LLC.
26133 US 19 NORTH, SUITE 308
CLEARWATER, FLORIDA 33763
TEL: 727.781.6021
FAX: 727.259.7875

www.dignitymemorial.com

July 20, 2018

City of North Lauderdale 701 SW 71st Avenue North Lauderdale, FL 33068 Attn: Tammy L. Reed-Holguin

RE: Star of David Memorial Gardens II – Site Plan Modification (Phase 3) – Agent Authorization Dear Mrs. Reed-Holguin,

Please accept this letter authorizing Michael D. Miles, P.E. of Dynamic Engineering Consultants, PC to submit and correspond on our behalf for the above referenced project in the City of North Lauderdale. This includes site plan applications, special exception use applications, and other applications deemed necessary by your office for the completion of this project.

Sincerely,

Noble Lee Longino, President

SCI Funeral Services of Florida, LLC



Dynamic Engineering Consultants, PC
www.dynamicec.com
100 NE 5th Avenue, Suite B2
Delray Beach, FL 33483
T. 561-921-8570

July 23, 2018

City of North Lauderdale
701 SW 71st Avenue
North Lauderdale, FL 33068
Attn: Tammy L. Reed-Holguin

RE: Star of David Memorial Gardens II – Special Exception Use (SEU) Application

Dear Mrs. Reed-Holguin,

Please accept this letter, documentation and plans as our application for special exception use approval on the above referenced Star of David Memorial Gardens II project located at 7801 Bailey Road. We are requesting a special exception use on the subject property to allow for Cemetery use within a Community Facility Zoning. The latest special exception use permit (SEU 04-13) allowing this use expired and as such, we file this request. The concurrent Site Plan Modification under review is for a proposed maintenance building to better serve the existing cemetery. The site will continue to handle funeral services and cemetery demand to meet the needs of the surrounding communities.

On behalf of the owner SCI Funeral Services of FL, LLC, Dynamic Engineering Consultants, PC respectfully requests a favorable review and consideration of this request. The agents at Dynamic Engineering Consultants, PC are Michael Miles and Salvatore Santore who can be reached at the telephone number above or via email at mmiles@dynamicec.com and ssantore@dynamicec.com. Please feel free to contact the agents with any questions, concerns or clarifications in support of the requested special exception use.

Sincerely,

Michael D. Miles, P.E.
Regional Manager

Attachments:

- Application Form
- \$550 Submittal Fee
- Agent authorization

1904 Main Street, Lake Como, NJ 07719 T. 732-974-0198

245 Main Street, Suite 110, Chester, NJ 07930 T. 908-879-9229
8 Robbins Street, Suite 102, Toms River, NJ 08753 T. 732-974-0198
790 Newtown Yardley Rd., Suite 425, Newtown, PA 18940 T. 267-685-0276

100 NE 5th Avenue, Suite B2, Delray Beach, FL 33483 T. 561-921-8570
14521 Old Katy Road, Suite 250, Houston, TX 77079 T. 281-789-6400
1301 Central Expressway S., Suite 210, Allen, TX 75013 T. 972-534-2100

**CITY OF NORTH LAUDERDALE
COMMUNITY DEVELOPMENT DEPARTMENT**

TO: Mayor and City Commission

FROM: Ambreen Bhatti, City Manager

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

DATE: December 11, 2018

SUBJECT: Site Plan SPR 18-06 (Amending original site plan 95-01)
Site plan amendment approval to build 5,000 square foot maintenance building in a Community Facilities (CF) zoning district.

APPLICANT: Funeral Services Acquisition Group, Inc.
Star of David Broward Memorial Gardens II - 7801 Bailey Road

The applicant, Funeral Services Acquisition Group, Inc. is proposing to construct a 5,000 square foot maintenance building and gravel access road located at Star of David Broward Memorial Gardens II- 7801 Bailey Road. The addition of this pre-fabricated maintenance building will allow the facility to centralize all their maintenance services and supplies in one location. The specific extent of the anticipated use is explained in **Attachment A**, and made a part of this report.

The proposed maintenance building will be located in the northwest corner of the property. It will replace one of the previously approved two-story, 5,293 square foot mausoleums (Building 13) which will not be built. Staff has reviewed the proposed site plan and has determined that no additional parking is required for the new maintenance building. The development currently has 40 parking spaces where 36 are required including the new storage building and there have been no reports of parking issues. In conjunction with this request for site plan approval, the proposed gravel access road will only be limited to maintenance equipment and funeral home personnel only. The remainder of Phase III is unchanged as shown in the originally approved site plan (95-01) approved by the Commission. Amendments to Commission approved site plans are not required to be heard by the Planning & Zoning Board. The Commission has the authority to amend site plans previously approved by them.

On March 20, 2018 the Development Review Committee, met for a pre-application meeting and again after review of submitted plans on November 2nd, 2018. After discussion by the Committee, approval of the site plan amendment was recommended to be considered by the City Commission.

RECOMMENDATION:

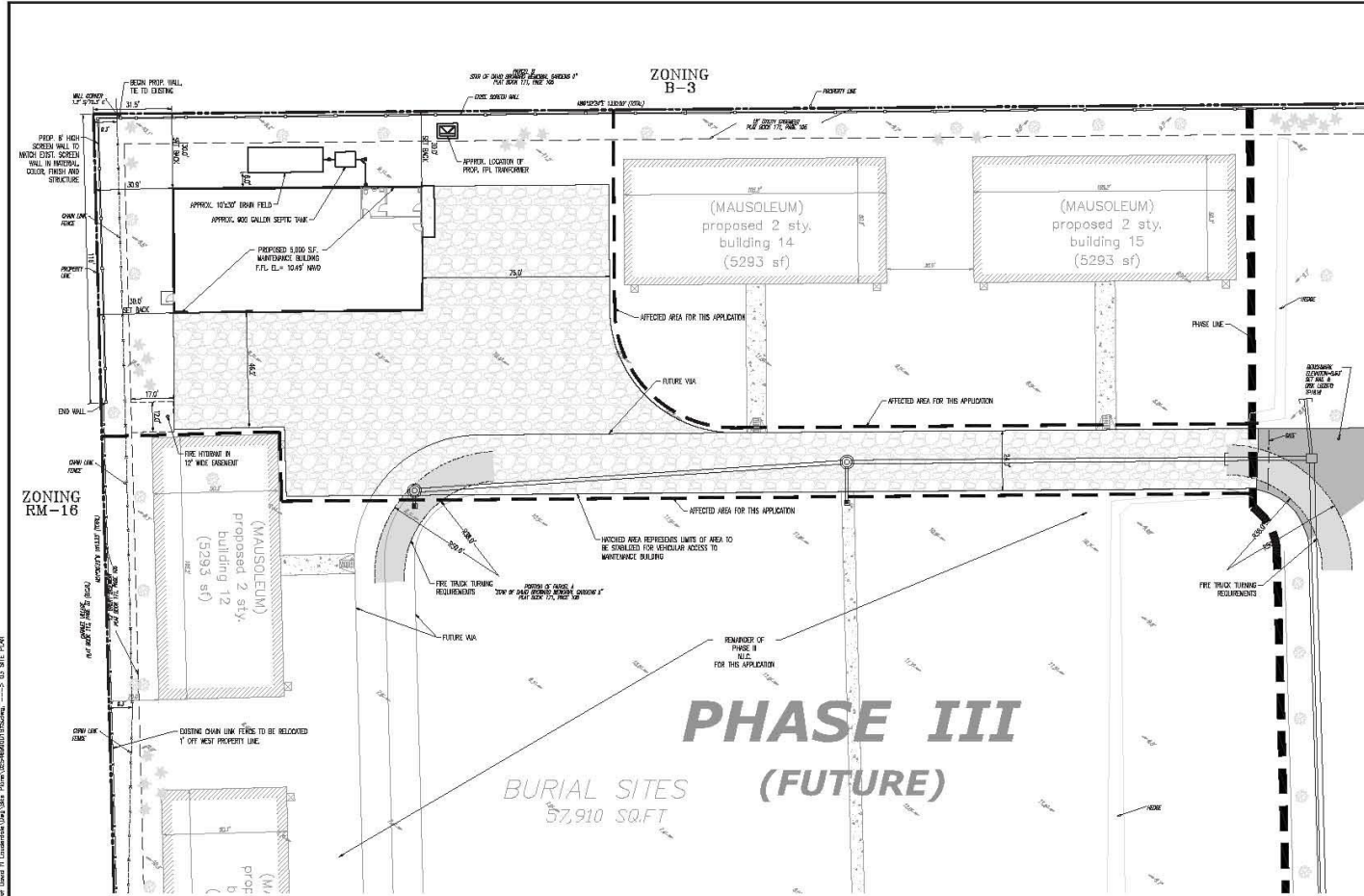
City Administration recommends approval of the site plan amendment subject to the following conditions:

1. The applicant shall comply with applicable City Codes and Florida Building Codes.
2. All terms, conditions and provisions imposed originally by the Planning and Zoning Board, City Commission, DRC and Staff including all life, health and safety Codes pertaining to this development shall be met prior to the issuance of building permits.
3. The DRC, Planning and Zoning Board and City Commission reserve the right to impose any additional requirements deemed necessary during subsequent approval reviews.
4. Copies of all applicable permits and approvals by other regulatory agencies shall be provided to the City prior to issuance of building permits.
5. All conditions set forth by the City engineer shall be met.
6. In the event that any problems arise, as a result of the operation of this establishment, such as noise, parking, traffic, and/or other nuisances, the applicant shall make all improvements required to mitigate these nuisances so as not to negatively impact adjacent Community Facility/residential areas.

If the City Commission concurs with the applicant's request, the following motion is in order:

Motion:

“Motion to approve the final site plan amendment (18-06) to build a 5000 square foot maintenance building and access road at Star of David Broward Memorial Gardens II- 7801 Bailey Road located in a Community Facility (CF) zoning district subject to the conditions outlined in staff's memorandum.”



LEGAL DESCRIPTION:
 A PORTION OF PARCEL "A" OF "STATE OF DAVID BROWN MEMORIAL GARDENS II",
 ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 171, PAGE 165,
 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

SITE DATA	PREVIOUSLY APPROVED		PROPOSED		%
	AREA-SQ' (F)	AREA-ACRES	AREA-SQ' (F)	AREA-ACRES	
OPEN SPACE	25,285	0.729	234,115	7.070	25.88
PAVED AREA	218,300	6.272	532,849	1.527	19.25
BUILDING AREA	181,117	5.250	109,644	3.166	6.12
LAND	81,338	2.382	86,239	2.482	6.43
BURIAL SITES	891,871	25.909	891,871	25.909	43.32
TOTAL AREA	1,343,119	39.038	1,343,119	39.038	100

PERIODS CALCULATIONS	AREA-SQ' (F)		AREA-ACRES		%
	AREA-SQ' (F)	AREA-ACRES	AREA-SQ' (F)	AREA-ACRES	
PERIODS	1,015,773	29.570	1,003,374	29.010	74.82
INTERVALS	327,346	0.947	339,745	0.975	25.18

PARKING REQUIREMENTS		REQUIRED	PROVIDED
OFFICE BLDG 52,000 SQ' @ 1/750 SQ'		33	40
INCLUDES 2 TRUCK SPACES			
STORAGE BUILDING 5,000 SQ' @ 1/2,000 SQ'		3	0
		36	40

BUILDING AREA		AREA-SQ' (F)
MAUSOLEUM		52,974
OFFICE		8,526
STORAGE BUILDING		3,000
TOTAL AREA		106,824



THIS PLAN MAY BE PREPARED BY ANY PERSON QUALIFIED TO DO SO UNDER THE PROFESSIONAL ENGINEERING ACT.

DYNAMIC ENGINEERING
 LAND DEVELOPMENT CONSULTING • SURVEYING • ENVIRONMENTAL • GEOTECHNICAL • SITEWORK • PLANNING & DESIGN
 7801 UNLEY ROAD, NORTH LAUDERDALE, FLORIDA 33068
 PHONE: (954) 344-1111 FAX: (954) 344-1112
 WWW.DYNAMICENG.COM

TITLE: **SITE PLAN**

PROJECT: **STATE OF DAVID MAINTENANCE BUILDING**

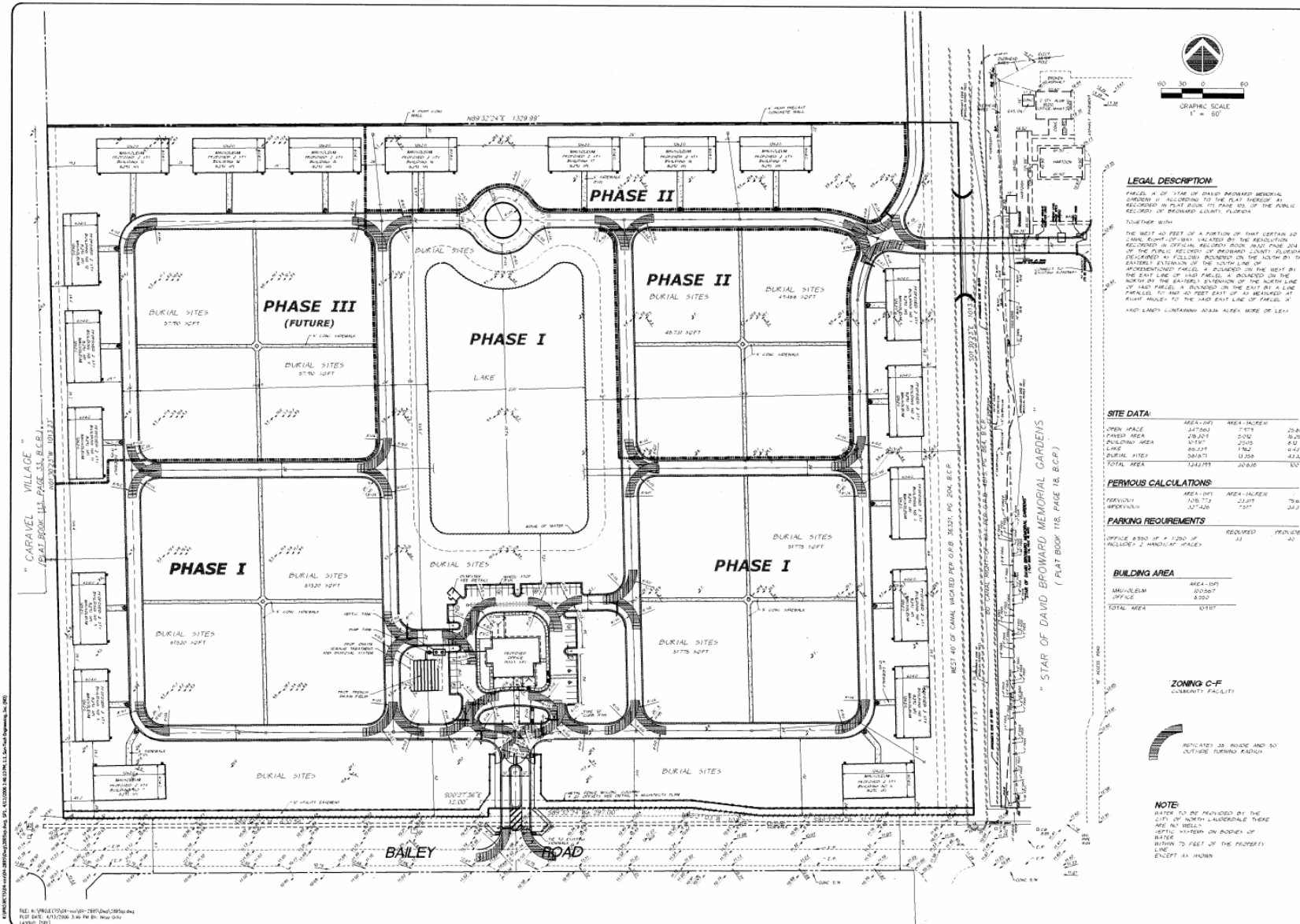
7801 UNLEY ROAD, NORTH LAUDERDALE, FLORIDA 33068

MICHAEL D. MILES
 PROFESSIONAL ENGINEER
 FLORIDA LICENSE NO. 16,215

DATE: 10/26/2018
 SCALE: 1"=20'
 SHEET NO: 3
 OF 15
 REV: 0



PROJECT: STATE OF DAVID MAINTENANCE BUILDING, 7801 UNLEY ROAD, NORTH LAUDERDALE, FLORIDA 33068. PREPARED BY: MICHAEL D. MILES, P.E., LICENSE NO. 16,215. DATE: 10/26/2018. SHEET NO. 3 OF 15.



LEGAL DESCRIPTION

PART 4 OF 3162 OF 3162 IMPROVED MEMORIAL GARDENS II ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 118, PAGE 183, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

TOGETHER WITH:

THE WEST 40 FEET OF A PORTION OF THAT CERTAIN 20.00 AC. PLANTATION SITED IN THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA AS RECORDED IN OFFICIAL RECORD BOOK 2041, PAGE 204 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA AS RECORDED IN PLAT BOOK 118, PAGE 183, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

TOGETHER WITH:

PHASE I, PHASE II, PHASE III (FUTURE) AND PHASE IV OF THE IMPROVED MEMORIAL GARDENS II ACCORDING TO THE PLAT THEREOF AS RECORDED IN OFFICIAL RECORD BOOK 2041, PAGE 204 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

TOGETHER WITH:

PHASE I, PHASE II, PHASE III (FUTURE) AND PHASE IV OF THE IMPROVED MEMORIAL GARDENS II ACCORDING TO THE PLAT THEREOF AS RECORDED IN OFFICIAL RECORD BOOK 2041, PAGE 204 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

SITE DATA:

	AREA (SQ FT)	AREA (HALF AC)	
OPEN SPACE	347,500	7.970	20.48
PAVED AREA	29,200	0.670	0.25
PAVING AREA	3,150	0.072	0.03
LAKE	80,231	1.842	0.42
BURIAL SITES	50,871	1.163	0.42
TOTAL AREA	461,952	10.517	4.10

FERROUS CALCULATIONS:

	AREA (SQ FT)	AREA (HALF AC)	
FERRUGINA	435,773	9.911	79.11
MEMORIAL	27,179	0.621	24.11

PARKING REQUIREMENTS:

	REQUIRED	PROVIDED
OFFICE 800 SF = 1,000 SF	2	20
RECREATION 2 MEMORIAL SPACES	2	20

BUILDING AREA:

	AREA (SQ FT)
MEMORIAL	435,773
OFFICE	800
TOTAL AREA	436,573

ZONING C-F
COMMUNITY FACILITY

NOTE:

WATER TO BE PROVIDED BY THE CITY OF NORTH LAUDERDALE. THERE ARE NO WELLS OR PUMP-OUT STATIONS ON PORTION OF WATER SYSTEM TO BE PROVIDED BY THE CITY OF NORTH LAUDERDALE.

Sun-Tech Engineering, Inc.
Engineers • Planners • Surveyors

STAR OF DAVID BROWARD MEMORIAL GARDENS II

BROWARD COUNTY, FLORIDA
CITY OF NORTH LAUDERDALE

100 W. UNIVERSITY BLVD., SUITE 400
FORT LAUDERDALE, FL 33404
PHONE: 352.433.3114
FAX: 352.433.3114
WWW.SUN-TECHENGINEERING.COM

REVISIONS

NO.	DATE	DESCRIPTION
1	10/20/2004	ISSUED FOR PERMIT REVIEW
2	11/08/2004	REVISED DRAWING - THE CITY OF NORTH LAUDERDALE
3	01/28/2005	REVISED DRAWING - THE CITY OF NORTH LAUDERDALE

STAR OF DAVID BROWARD MEMORIAL GARDENS II

BROWARD COUNTY, FLORIDA
CITY OF NORTH LAUDERDALE

SITE PLAN

DATE:
OCT. 2004

SCALE:
1"=60'

DESIGNED BY:
M.G.

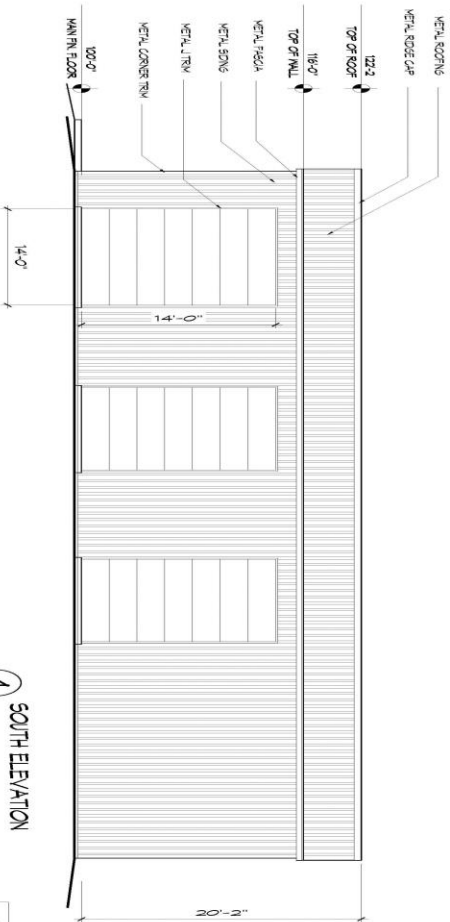
DRAWN BY:
V.V.

JOB NUMBER:
04-2885

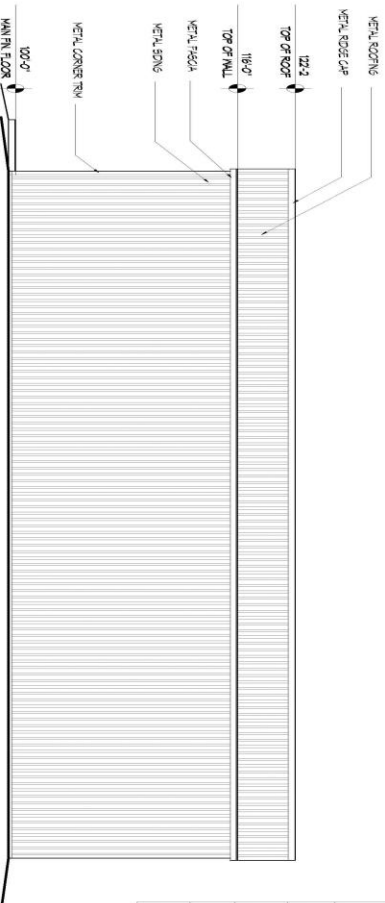
SHEET NO.:
SP1

SEAL:

PREPARED BY: SUN-TECH ENGINEERING, INC. 352.433.3114. FAX: 352.433.3114. WWW.SUN-TECHENGINEERING.COM
PLAT DATE: 07/31/2004 3:50 PM BY: [unintelligible]
LAWNO: 1281

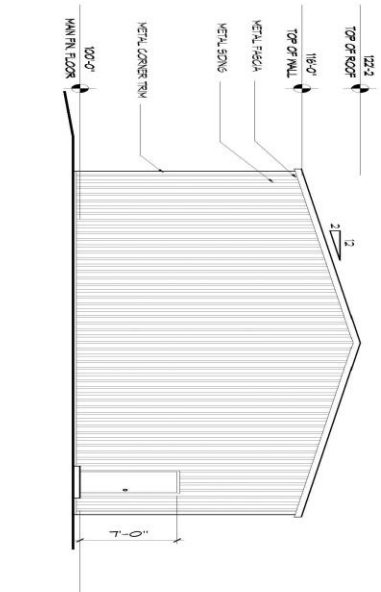


4
SOUTH ELEVATION
3/16" = 1'-0"

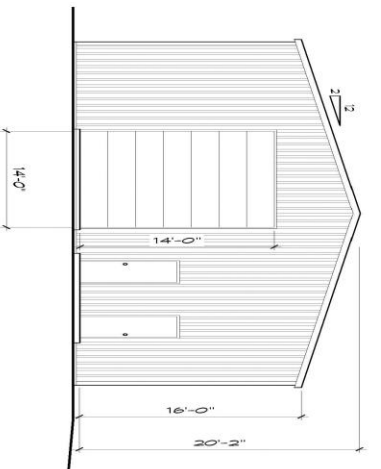


3
NORTH ELEVATION
3/16" = 1'-0"

COLOR CHART	
ALL COLORS SHALL BE SEWANTE 500 POLYMER BLEND FLUORIDE PVD/ FLOW 61295	
WALLS	ALUMID
ROOF	ALUMID
DOORS	ALUMID
TRIM	BROWNSTONE



2
WEST ELEVATION
3/16" = 1'-0"



1
EAST ELEVATION
3/16" = 1'-0"

GREGORY REGISTER ARCHITECT
970-903-4024
gregistryregister@gmail.com
www.gdrarchitect.com

OWNER: STAR OF DAVID MEMORIAL GARDENS II MAINTENANCE BUILDING
17801 BAILEY ROAD, NORTH LAUDERDALE, FL 33414
DATE: 08/20/2019
PROJECT NO: 19-001
DRAWING NO: 19-001-01
SCALE: AS SHOWN
BY: GREGORY REGISTER ARCHITECT
CHECKED BY: GREGORY REGISTER ARCHITECT
APPROVED BY: GREGORY REGISTER ARCHITECT

Drawn by: [Blank]
or
Approved by: [Blank]

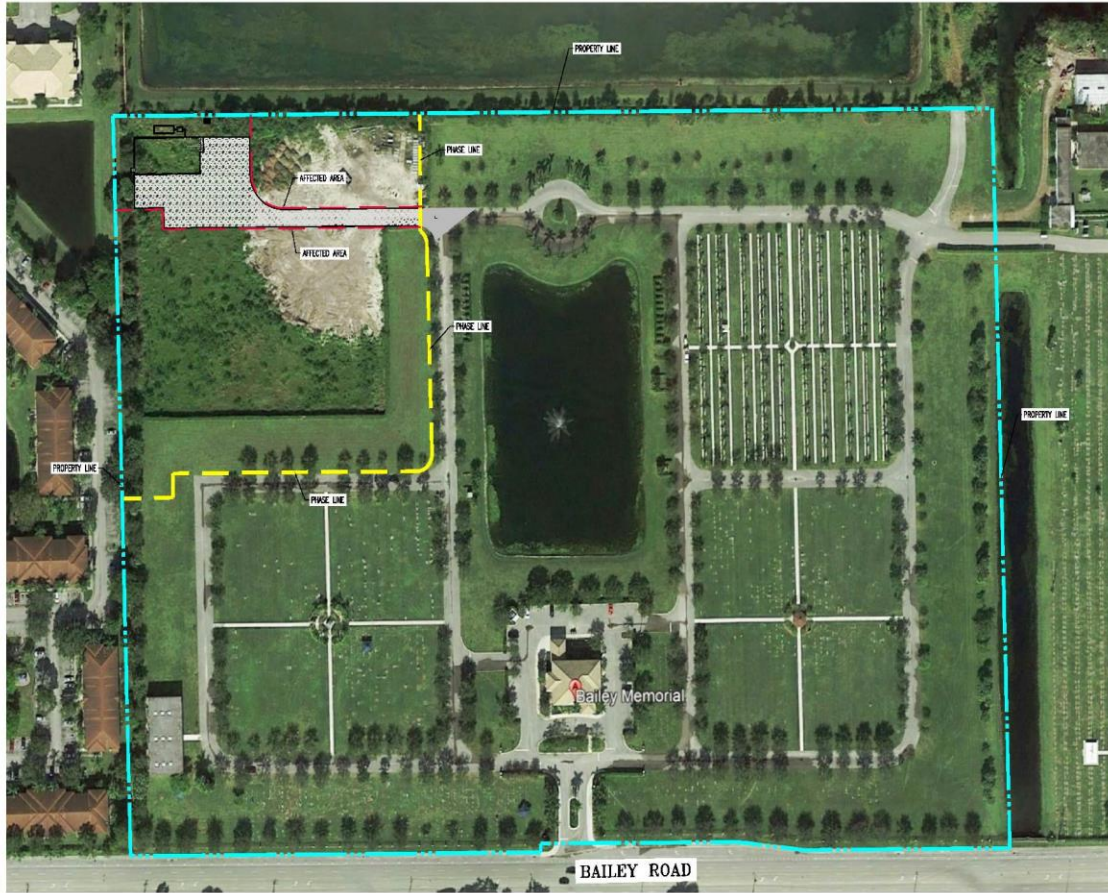
**STAR OF DAVID
MEMORIAL GARDENS II
MAINTENANCE BUILDING**
17801 BAILEY ROAD
NORTH LAUDERDALE, FLORIDA

OWNER: STAR OF DAVID MEMORIAL GARDENS II MAINTENANCE BUILDING
17801 BAILEY ROAD, NORTH LAUDERDALE, FL 33414
DATE: 08/20/2019
PROJECT NO: 19-001
DRAWING NO: 19-001-01
SCALE: AS SHOWN
BY: GREGORY REGISTER ARCHITECT
CHECKED BY: GREGORY REGISTER ARCHITECT
APPROVED BY: GREGORY REGISTER ARCHITECT

DATE	REV
11-20-2019	5175585.1
11-20-2019	5175585.2

A2

Project: 2016-001 - Star of David Maintenance Building. Location: 11500 Bailey Road, Dallas, TX 75244. Date: 08/20/2016. Scale: 1" = 40'. Drawing: Aerial Exhibit. Author: Michael D. Miles. Title: Aerial Exhibit.



<p>DYNAMIC ENGINEERING LAND DEVELOPMENT CONSULTING • PLANNING • GEOGRAPHICAL • ENVIRONMENTAL • SURVEY • PLANNING & DESIGN</p>	
<p align="center">AERIAL EXHIBIT</p>	
PROJECT: STAR OF DAVID MAINTENANCE BUILDING 1601 BAILEY ROAD, NORTH WILSONVILLE, GEORGIA 30142	DATE: 08/20/2016 DRAWN BY: MS CHECKED BY: MS PROJECT NO.: 2016-001 SHEET NO.: 02 OF 15
DESIGNER: MICHAEL D. MILES PROFESSIONAL ENGINEER LICENSE NO. 31416 STATE OF GEORGIA	SHEET NO. 2 TOTAL SHEETS: 15

July 6, 2018

City of North Lauderdale
701 SW 71st Avenue
North Lauderdale, FL 33068
Attn: Tammy L. Reed-Holguin

RE: Star of David Memorial Gardens II – Site Plan Modification (Phase 3) - Maintenance Building

Dear Mrs. Reed-Holguin,

Please accept this letter, documentation and plans as our application for site plan modification approval on the above referenced Star of David Memorial Gardens II project located at 7801 Bailey Road. The modifications described below are necessary to continue maintenance and operation of the memorial gardens facility. We anticipate that North Lauderdale staff and commission will support the proposed modification of this facility. The modifications to the previously approved site plan include:

- Addition of a one-story 5,000 SF maintenance building and associated compacted rock access road for purposes of storing on-site vehicles, maintenance equipment and to receive occasional deliveries of supplies to support ongoing operation of the grounds
- Removal of one (1) previously approved two-story 5,293 SF mausoleum (building 13) in the northwest corner of the property to accommodate the maintenance building
- Improve landscape buffer in the northwest corner along the maintenance building frontage per discussion with staff
- Relocate portion of western security fence due to extension of water main to serve maintenance building

Any improvements on the site plan shown outside the “affected area” are to remain as previously approved as part of Phase III of the overall site plan. The “affected area” specifically relates to limits of new site plan improvements and does not necessarily indicate the total “limits of disturbance” for the construction activities to prepare the maintenance building.

Pursuant to our pre-application meeting on March 20th, 2018, approval by City Commission will be required however this application will not be required to be heard before Planning and Zoning board. On behalf of the owner SCI Funeral Services of FL, LLC, Dynamic Engineering Consultants, PC respectfully requests a favorable review and consideration of this request. The agents at Dynamic Engineering Consultants, PC are Michael D. Miles and Salvatore Santore who can be reached at the telephone number above or via email at mmiles@dynamicec.com and ssantore@dynamicec.com. Please feel free to contact the agents with any questions, concerns or clarifications in support of the requested site plan modification.

1904 Main Street, Lake Como, NJ 07719 T. 732-974-0198

245 Main Street, Suite 110, Chester, NJ 07930 T. 908-879-9229
8 Robbins Street, Suite 102, Toms River, NJ 08753 T. 732-974-0198
790 Newtown Yardley Rd., Suite 425, Newtown, PA 18940 T. 267-685-0276

100 NE 5th Avenue, Suite B2, Delray Beach, FL 33483 T. 561-921-8570
14521 Old Katy Road, Suite 250, Houston, TX 77079 T. 281-789-6400
1301 Central Expressway S., Suite 210, Allen, TX 75013 T. 972-534-2100

Sincerely,

A handwritten signature in blue ink, appearing to read "Michael D. Miles", with a large, stylized initial "M" and a long horizontal flourish extending to the right.

Michael D. Miles, P.E.

Regional Manager

Attachments:

- Application Form
- \$600 Submittal Fee
- Site Plan package (uploaded to FTP)
- Architectural floorplans and elevations (uploaded to FTP)

**CITY OF NORTH LAUDERDALE
COMMUNITY DEVELOPMENT DEPARTMENT**

TO: Mayor and City Commission

FROM: Ambreen Bhatti, City Manager

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

DATE: December 11, 2018

SUBJECT: SPR 18-03 Rock Island Villas
7400 SW 10th Ct
Folio #: 4941-02-02-0130

Preliminary site plan approval to construct 14 attached units (3 buildings) in a Residential Multi-Family Medium Density (RM-10) zoning district.

APPLICANT: Ragnar Magnusson, Rock Island Partners, LLC.

Rock Island Partners, LLC is proposing to build 14 rental units on 1.42 acres of land. The City's zoning designation for this parcel is RM-10, which permits up to 10 units per gross acre. This is consistent with the City's land use plan that designates the property as Residential Medium Density (R-MD 10-16 du/a). This project seeks to improve an undeveloped parcel and add market rate rental housing to North Lauderdale's housing stock.

The proposed dwellings are within three individual single story buildings. Each unit has two bedrooms and two full bathrooms with an open concept floor plan. The development boasts a striking metal roof and architectural features similar to the single family character of the area. The site meets all parking requirements by providing 33 spaces in the form of two per unit and then 5 visitor spaces. There is one centralized mail cabinet and a dumpster is included on site for the residents' convenience. The property will be landscaped to enhance the building features and two main entry signs will be constructed at the entrance of the property. All accessways are located off SW 10 Court. The existing wood and chain link fences will provide a buffer to all sides of the property. The developer will manage the rental properties once constructed.

The Development Review Committee met twice, once on August 23, 2018, and on October 22, 2018. After the second review and discussion, staff recommended approval of the site plan to the Planning and Zoning Board subject to the conditions listed below.

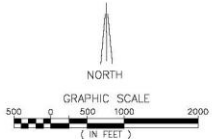
The Planning and Zoning Board met on December 5th, 2018 and after some public input, discussion and motion voted to approve the item with the added condition #13. This addressed concerns from members of the public who spoke at the hearing regarding the condition of the existing fencing and tree overgrowth due to the property being vacant for quite some time.

RECOMMENDATION:

If the City Commission concurs with the Planning and Zoning Board and City staff's recommendation of approval then a motion is in order for approval by the City Commission of the preliminary site plan subject to the following conditions with direction for administration and the applicant to continue work together to finalize the site plan:

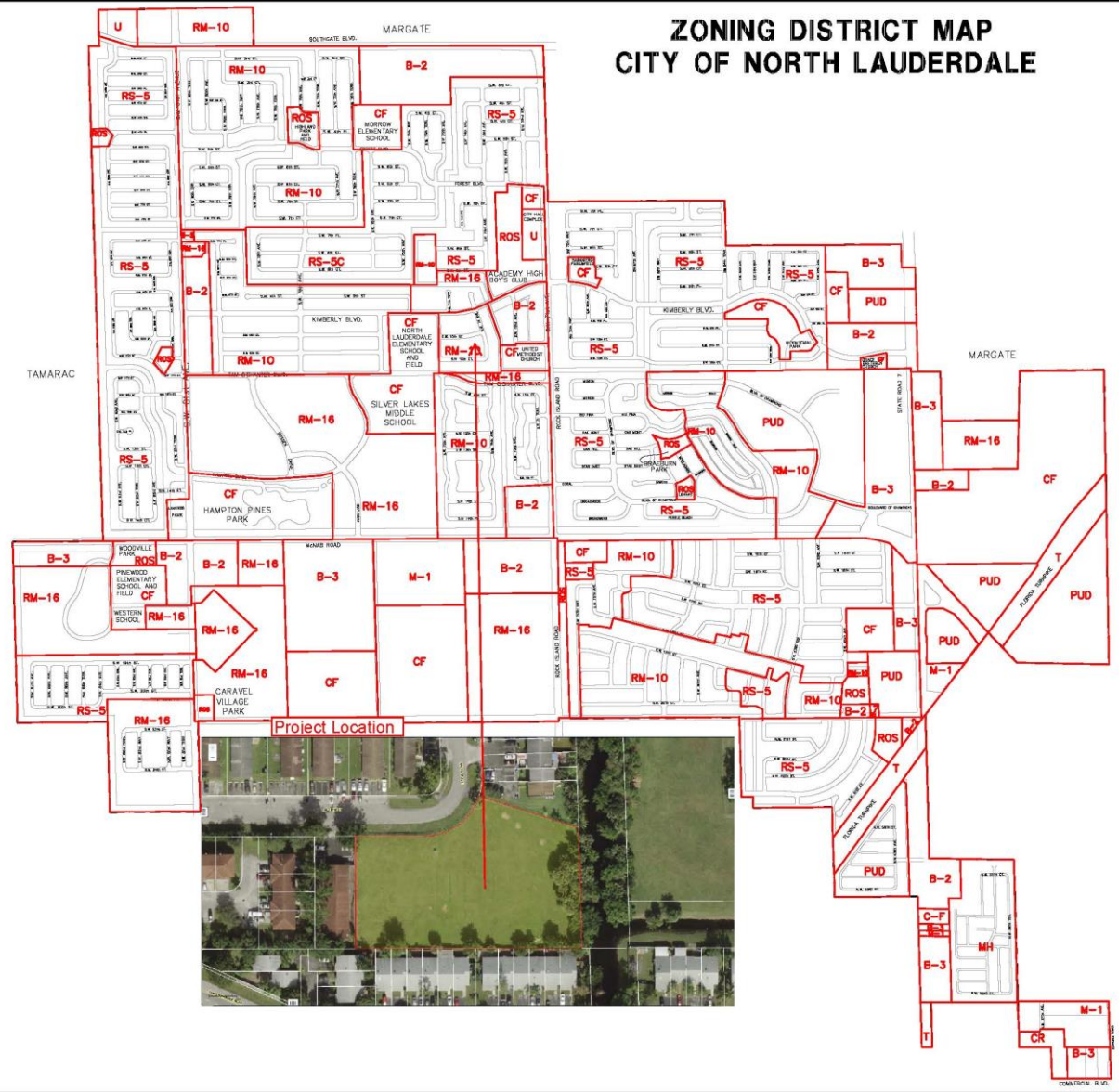
1. The applicant shall comply with applicable City Codes and Florida Building Codes.
2. All terms, conditions and provisions imposed by the Planning and Zoning Board, City Commission, DRC and Staff including all life, health and safety Codes pertaining to this development shall be met prior to the issuance of building permits.
3. The DRC, Planning and Zoning Board and City Commission reserve the right to impose any additional requirements deemed necessary during subsequent approval reviews.
4. Copies of all applicable permits and approvals by other regulatory agencies shall be provided to the City prior to issuance of building permits.
5. All conditions required by Code and/or set forth by the City engineer shall be met.
6. In the event that any problems arise, as a result of the operation of this establishment, such as noise, parking, traffic, and/or other nuisances, the applicant shall make all improvements required to mitigate these nuisances so as not to negatively impact adjacent areas.
7. Photometric Plan approval by staff is required.
8. The applicant shall comply with all provisions contained in Chapter 102 "Vegetation" of the City Code and shall submit detailed landscaping plans for landscaping permit.
9. Prior to the issuance of building permits, the applicant shall provide a written verification that all County impact fees associated with this project have been paid.
10. Prior to the issuance of the Certificate of Occupancy by the City Building Department, the applicant shall pay all applicable assessment and impact fees to the City.
11. If necessary, proper easements will be dedicated to the City of North Lauderdale.
12. Park and Recreation Impact Fees shall be paid pursuant to Section 98-82 of the City Code, prior to issuance of any building permits.
13. That the existing fence be repaired where needed around the property boundary and trees that need to be cleared of the fence are trimmed, relocated or removed as per direction from City landscape consultant. Applicant is to revise the landscape plan as needed.

ZONING DISTRICT MAP CITY OF NORTH LAUDERDALE

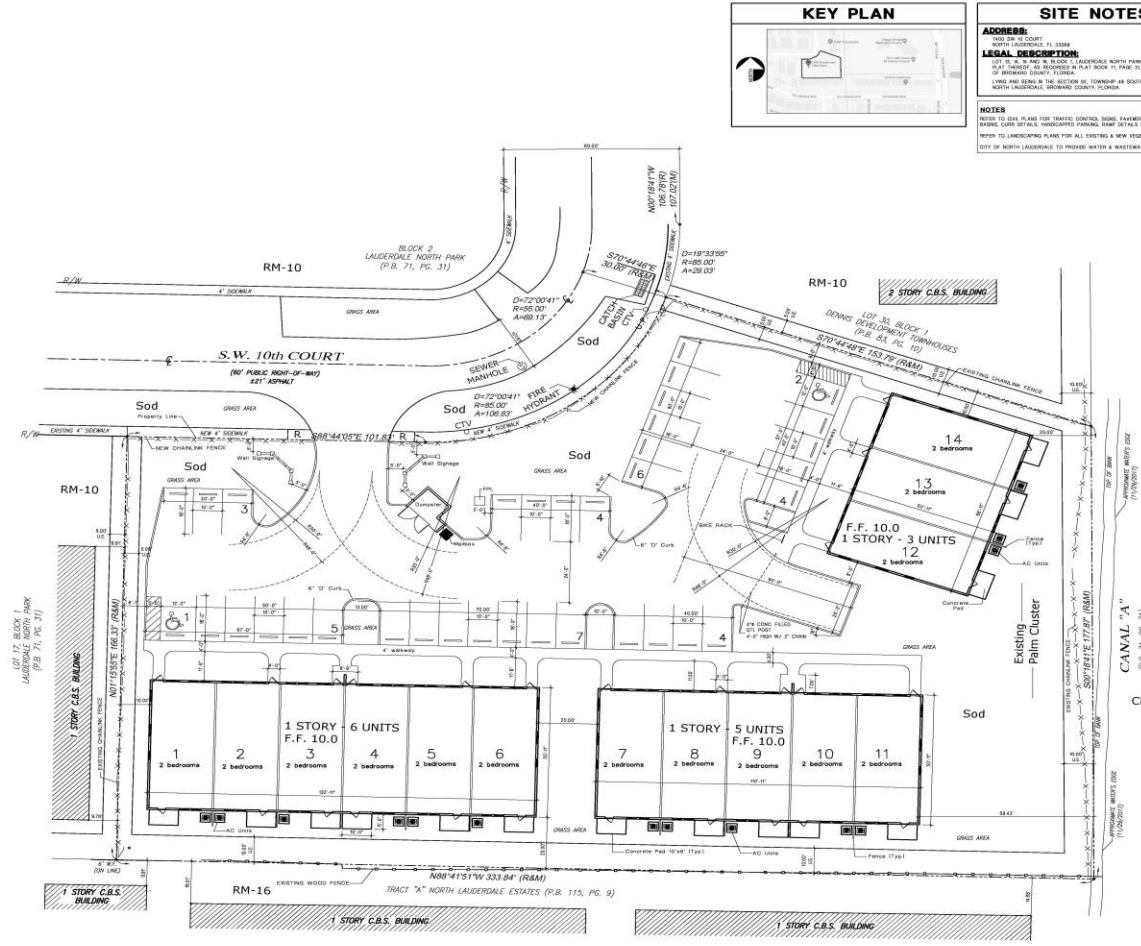


- ZONING DISTRICTS**
- RS-5 Residential Single Family (5duo)
 - RM-10 Residential Multi Family (10duo)
 - RM-16 Residential Multi Family (16duo)
 - B-2 Community Business
 - B-3 Community Business
 - M-1 Light Industrial
 - ROS Recreation/Open Space
 - CF Community Facilities
 - PUD Planned Unit Development
 - U Utilities
 - T Transportation

CITY LIMITS -----
ZONING DISTRICTS _____



ZONING DISTRICT MAP - CITY OF NORTH LAUDERDALE



SITE NOTES

ADDRESS:
 7400 SW 10 COURT
 NORTH LAUDERDALE, FL 33088

LEGAL DESCRIPTION:
 LOT 14, BLOCK 2, LAUDERDALE NORTH PARK, ACCORDING TO THE CITY OF NORTH LAUDERDALE, FLORIDA, AS SHOWN ON THE RECORDS OF BROWARD COUNTY, FLORIDA.

NOTES:
 REFER TO THE PLAN FOR THE EXISTING CONDITIONS. SEE PLANNING MATERIALS, LAYOUT MANUAL, CURB DETAILS, UNDESIGNED PARKING, DRIVE DETAILS & TREE SCHEDULES. REFER TO LANDSCAPING PLANS FOR ALL EXISTING & NEW VEGETATION. TREE: CITY OF NORTH LAUDERDALE TO PROVIDE WATER & MAINTENANCE UTILITIES.

SITE DESIGN DATA

CODES: NORTH LAUDERDALE LAND DEVELOPMENT CODE

DESIGN CRITERIA	PROPOSED
ZONING	RM-10
TYPE OF USE	MULTI-FAMILY
MINIMUM FRONT YARD SETBACK	10.00 FT. (10.00 FT.)
MINIMUM SIDE YARD SETBACK	5.00 FT. (5.00 FT.)
MINIMUM REAR YARD SETBACK	5.00 FT. (5.00 FT.)
MINIMUM FRONT SETBACK	10.00 FT. (10.00 FT.)
MINIMUM SIDE SETBACK	5.00 FT. (5.00 FT.)
MINIMUM REAR SETBACK	5.00 FT. (5.00 FT.)
MINIMUM FRONT SETBACK	10.00 FT. (10.00 FT.)
MINIMUM SIDE SETBACK	5.00 FT. (5.00 FT.)
MINIMUM REAR SETBACK	5.00 FT. (5.00 FT.)
MINIMUM FRONT SETBACK	10.00 FT. (10.00 FT.)
MINIMUM SIDE SETBACK	5.00 FT. (5.00 FT.)
MINIMUM REAR SETBACK	5.00 FT. (5.00 FT.)

LOT COVERAGE CALCS.

ITEM	AMOUNT
TOTAL LOT SQUARE FOOTAGE	84,000 SF
MINIMUM SQUARE FOOTAGE PER UNIT	10.00 SF
TOTAL SQUARE FOOTAGE FOR 14 UNITS	140.00 SF
PERCENTAGE OF LOT COVERAGE	0.17% (17.0%)

07/27/2016

GENE H. BIBER ARCHITECT INC.
 1400 SW 10th Ave
 Ft. Lauderdale, FL 33304
 Phone: 754-561-1111
 Fax: 754-561-1112
 www.genehiber.com

ROCK ISLAND VILLAS
 7400 SW 10 COURT
 NORTH LAUDERDALE, FL 33088

06/25/2018
 SP-1

ROCK ISLAND VILLAS

7400 SW 10 COURT
NORTH LAUDERDALE, FL 33068

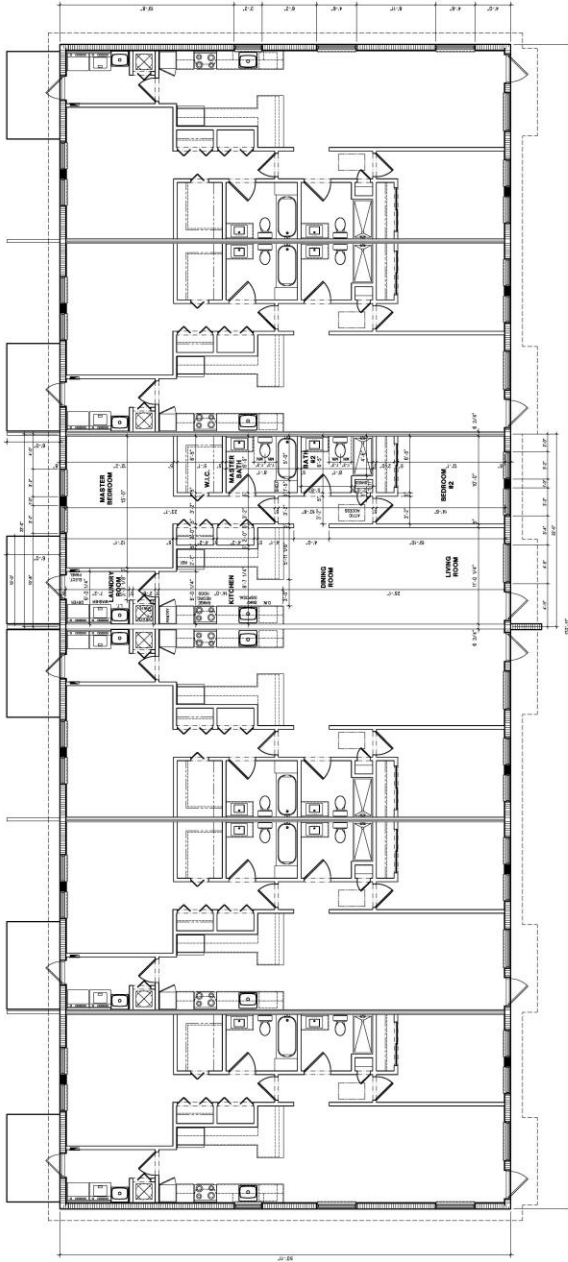
03/19/2018

A-4



GENE H. BIBBER
 ARCHITECT INC.
 12453 N.W. 20th Avenue
 Ft. Lauderdale, FL 33309
 954.581.1111
 www.genehbieber.com

03/19/2018
 REVISIONS



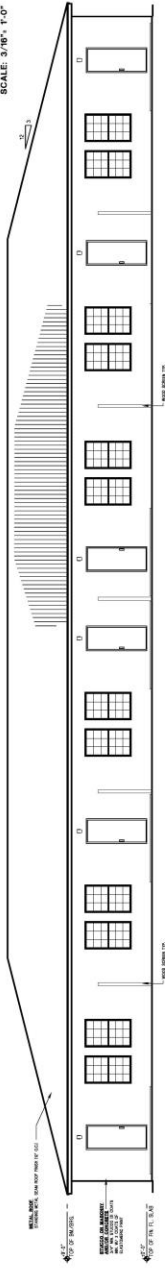
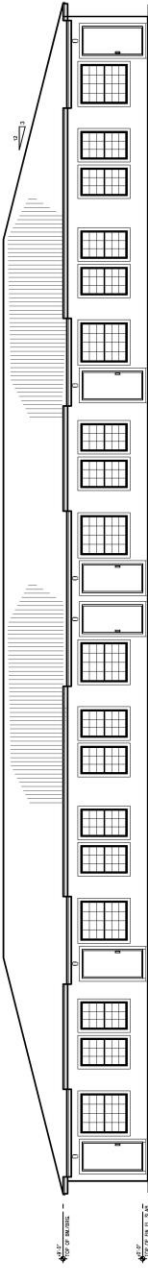
COLOR & FINISH SCHEDULE

NO.	DESCRIPTION	FINISH
1	WALLS	BEHR N280-3 Behr Paint Colors
2	CEILING	BEHR N300-1 Behr Paint Colors
3	FLOOR	PARCHMENT (W74)

BEHR
Louvre N280-3 | Behr Paint Colors

BEHR
Soft Cloth N300-1 | Behr Paint Colors

PARCHMENT (W74)



**CITY OF NORTH LAUDERDALE
COMMUNITY DEVELOPMENT DEPARTMENT**

TO: Mayor and City Commission

FROM: Ambreen Bhatti, City Manager

BY: Tammy Reed-Holguin, Community Development Director

DATE: December 11, 2018

**SUBJECT: Second Reading and Adoption:
Proposed Fee Schedule Revision (Appendix F)
Sec. 3 Building Permit and Related Fees (1) *General e. Registration Fees***

Tonight, we are presenting an Ordinance for consideration of adoption on second reading to amend the City's fee schedule related to building permits. Per Florida Statute, the City can no longer charge a fee for contractors registering to do business in our City. The Commission adopted the item on first reading on November 13, 2018.

Background:

House Bill 535 eliminated the ability of municipalities to assess a fee associated with providing proof of licensure; recording or filing a license; providing, recording or filing evidence of workers' compensation insurance coverage. These are all documents required for contractors to register to work within our municipality. The City currently charges \$10.00 to process these documents and register the contractor within the MUNIS system. Florida Statute 553.80 (7) (d) prohibits the charging of fees related to the registration process.

We are presenting the attached Ordinance amendment for second reading and adoption this evening to amend "Appendix F" to eliminate the \$10 cost of the contractor registration. We will continue to register contractors as required.

RECOMMENDATION:

The City Administration recommends Commission's consideration and adoption on second reading of the proposed Ordinance to amend "Appendix F" of the City's Code of Ordinances eliminating the cost for contractor registrations per Florida Statute 553.80 (7) (d).

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF NORTH LAUDERDALE, FLORIDA, AMENDING APPENDIX F, OF THE CITY OF NORTH LAUDERDALE CODE OF ORDINANCES, ENTITLED "FEES", BY AMENDING ARTICLE I, ENTITLED, "COMMUNITY DEVELOPMENT FEE SCHEDULE", SECTION 3 ENTITLED "BUILDING PERMITS AND RELATED FEES" TO PROVIDE FOR THE ELIMINATION OF THE FEE FOR CONTRACTOR REGISTRATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, all contractors proposing to work within the municipal boundaries are required by City Code to submit documentation of licensure and workers' compensation; and

WHEREAS, the City currently charges a minimal fee of \$10 for contractors to register with the appropriate documentation to perform work with the City boundaries; and

WHEREAS, Florida Statute 553.80 (7)(d) now eliminates the ability of municipalities to assess a fee associated with providing proof of licensure; recording or filing a license; providing, recording or filing evidence of workers' compensation insurance coverage. and

WHEREAS, in order to comply with the Florida Statutes it is necessary for the City to amend its fee schedule to eliminate the minimal fee for contractor registration; and

WHEREAS, the City Commission of the City of North Lauderdale finds that such revision to the other charges and fees to accommodate the additional cost of providing the service are in the best interest of the health, safety, and welfare of the citizens and residents of the City of North Lauderdale.

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

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

Section 2. Appendix F of the Code of Ordinances, entitled "Fees", Article I, entitled, "Community Development Fee Schedule", Sec. 3 Building Permit and Related Fees, *General*, e. Registration fee, of the Code of Ordinances of the City of North Lauderdale, be and the same is hereby amended as provided in **Exhibit "A"** to this Ordinance, which is attached hereto and incorporated herein by reference.

Section 3. Codification. It is the intention of the City Commission of the City of North Lauderdale that the provisions of this Ordinance shall become and be made a part of the Code of Ordinances of the City of North Lauderdale, Florida.

Section 4. Severability. 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 5. Conflicts. 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 6. Effective Date. This Ordinance shall become effective immediately upon adoption.

PASSED AND ADOPTED BY THE CITY COMMISSION OF THE CITY OF NORTH LAUDERDALE, FLORIDA, ON THE FIRST READING, THE _____ DAY OF NOVEMBER, 2018.

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

ANA M. ZIADE, MAYOR

SAMSON BORGELIN, VICE MAYOR

ATTEST:

PATRICIA VANCHERI, CITY CLERK

APPROVED AS TO FORM:

SAMUEL S. GOREN
CITY ATTORNEY

Appendix F –Fees

ARTICLE I. – COMMUNITY DEVELOPMENT FEE SCHEDULE

Sec. 3 Building Permit and Related Fees

(1) *General*

e. Registration fee, notarized registration form and copies of all updated licenses and certificates of liability and workers' compensation must accompany registration form~~10.00~~

**INFORMATION TECHNOLOGY DEPARTMENT
M E M O R A N D U M**

TO: Honorable Mayor and City Commission

FROM: Ambreen Bhatti, City Manager

BY: Mitch Williams, Chief Information Technology Officer

DATE: December 11, 2018

SUBJECT: Microsoft Enterprise Software Product License Purchases

As you know, the software programs used by the City to run its operations have certain licensing requirements that need to be purchased every year. These licenses are required for the operating systems and applications used by employees on Production and Disaster Recovery equipment and applications. Therefore, staff is requesting the purchase of these licenses to continue the City's Information Technology operations.

After consulting with Microsoft and Software House International, (a Florida State approved software vendor, contract # 4323000-15-2), staff has determined that the following product licenses and quantities should be purchased to meet City's licensing requirements for this fiscal year at the costs listed below:

Microsoft Product Licenses	Quantity	Cost
OfficeProPlus ALNG SA MVL Pltfrm	110	\$ 10,138.70
EntCAL ALNG SA MVL Pltfrm UsrCAL wSrvcs	150	\$ 16,267.50
WINENT ALNG SA MVL Pltfrm	110	\$ 4,470.40
Microsoft Exchange Server	2	\$ 227.40
ExchgSvrEnt ALNG SA MVL	2	\$ 1,300.62
SysCtrStdCore ALNG SA MVL 2Lic CoreLic	8	\$ 142.32
WinSvrDCCore ALNG SA MVL 2Lic CoreLic	48	\$ 5,933.76
LyncSvr ALNG SA MVL	1	\$ 585.69
SQLSvrStd ALNG SA MVL	5	\$ 719.85
Microsoft SQL Server - software assurance	50	\$ 1,677.00
Microsoft(R) Win Rmt Dsktp Svcs CAL All Lng	20	\$ 425.40
SfBSvrPlusCAL ALNG SA MVL UsrCAL	100	\$ 2,290.00
TOTAL		\$ 44,178.64

Please be advised that in April of 2013 the City purchased a 6 month 'true-up' Enterprise Software License Agreement (EA) in order for the City to be able to align and consolidate all Microsoft Software Licenses to a three year contract. In December of 2016, the City Commission approved to renew the Software License Agreement contract with Microsoft Corporation for an additional three years with payment obligations in December of 2016, 2017, and 2018 respectively to Software House International.

Staff is requesting funding to meet the December 2018 obligation in an amount not to exceed \$44,178.64.00. The software licensing costs are budgeted in FY 2019 Information Technology Fund. Please be advised that December 2018 licensing cost is based on projected use for FY 2019. Future licensing cost may vary in December 2019.

RECOMMENDATION:

The City Administration recommends Commission's consideration and approval of the attached Resolution authorizing payment for Microsoft Enterprise Software Licenses from Software House International at a cost not to exceed \$44,178.64 for the period starting December 2018-November 30, 2019.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF NORTH LAUDERDALE, FLORIDA, AUTHORIZING THE EXPENDITURE OF FUNDS FOR THE PURCHASE OF MICROSOFT ENTERPRISE SOFTWARE LICENSES FROM SOFTWARE HOUSE INTERNATIONAL AS LISTED IN SECTION ONE OF THIS RESOLUTION; PROVIDING FOR THE AMOUNT NOT TO EXCEED \$44,178.64 AND PROVIDING FOR 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 Microsoft License fees in the amount not to exceed \$44,178.64 for the period starting December 2018 - November 30, 2019.

Microsoft Product Licenses	Quantity	Cost
OfficeProPlus ALNG SA MVL Pltfrm	110	\$ 10,138.70
EntCAL ALNG SA MVL Pltfrm UsrCAL wSrvcs	150	\$ 16,267.50
WINENT ALNG SA MVL Pltfrm	110	\$ 4,470.40
Microsoft Exchange Server	2	\$ 227.40
<u>ExchgSvrEnt ALNG SA MVL</u>	2	\$ 1,300.62
SysCtrStdCore ALNG SA MVL 2Lic CoreLic	8	\$ 142.32
WinSvrDCCore ALNG SA MVL 2Lic CoreLic	48	\$ 5,933.76
LyncSvr ALNG SA MVL	1	\$ 585.69
SQLSvrStd ALNG SA MVL	5	\$ 719.85
Microsoft SQL Server - software assurance	50	\$ 1,677.00
Microsoft(R) Win Rmt Dsktp Svcs CAL All Lng	20	\$ 425.40
SfBSvrPlusCAL ALNG SA MVL UsrCAL	100	\$ 2,290.00
TOTAL		\$ 44,178.64

Section 2: That the funds for said purchases, not to exceed \$44,178.64, are budgeted in the FY 2019 IT Fund.

Section 3: That the City intends to purchase these licenses through Software House International, a Florida State approved software vendor, contract # 4323000-15-2.

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

PASSED and ADOPTED by the City Commission of the City of North Lauderdale this 11th day of December, 2018.

APPROVED AS TO FORM:

CITY ATTORNEY SAMUEL S. GOREN

MAYOR ANA M. ZIADE

ATTEST:

CITY CLERK PATRICIA VANCHERI

VICE MAYOR SAMSON BORGELIN

**INFORMATION TECHNOLOGY DEPARTMENT
M E M O R A N D U M**

TO: Honorable Mayor and City Commission

FROM: Ambreen Bhatti, City Manager

BY: Mitch Williams, Chief Information Technology Officer
Ann-Marie Fraser, Accounting & Purchasing Coordinator

DATE: December 11, 2018

SUBJECT: Copier Lease with Acordis International Corp Technology and Solutions

The City currently leases seven (7) multifunction copiers from SHARP Business Systems, which will expire December 2018. After the review of several multifunction copier quotes and contracts with the Finance department, Acordis International Corp Technology and Solutions has submitted a quote for the lowest yearly expenditure. The quoted amount below includes delivery & installation, monthly lease of equipment and quarterly prints. All parts, labor, service calls, scheduled preventative maintenance and lifetime training for end-users are included in the lease. Toner and supplies are also included, except for paper and staples.

TOP 3 BIDDERS	YEARLY EXPENSE	3 YEAR AGREEMENT
1. Acordis International Corp Technology and Solutions	\$13,667.16	\$41,001.48
2. Toshiba	\$16,368.00	\$49,104.00
3. RICOH	\$17,416.44	\$52,249.32

A thorough usage assessment was conducted by the Information Technology (IT) department to determine the number of copiers and their specifications needed to run City operations. The result of the assessment confirms that the proposed Xerox Multifunction copiers meet or exceed the City's monthly copy/print needs while reducing multifunction copier service costs.

The prices offered on the submitted quote to the City is a piggy-back off the City of Miramar IFB No. 17-020, Multi-Function Copier Equipment, awarded to Acordis International Corp Technology and Solutions.

Funding for the new lease agreement for the above referenced multifunction copiers has been budgeted in the FY2019 adopted budget. The multifunction copier used in Utility Billing will be funded by US Water.

RECOMMENDATION:

The City Administration recommends Commission's consideration and approval of the attached resolution authorizing the City Manager to enter into an acceptable agreement by and between the City Of North Lauderdale and Acordis International Corp Technology & Solutions for the lease of (4) Xerox Versalink C7030; (2) Xerox Altalink C8055 AND (1) Xerox Versalink B8025

multifunction copiers at an annual amount of \$13,667.16 for the lease and maintenance of equipment. In addition, City Administration recommends Commission's consideration and approval for \$5,000 in contingency funds to be available for additional expenses such as excess copies.

Proposal Tabulation for Copy Machines/Printers

	Acordis - Xerox	Toshiba	RICOH		
Quarterly Maintenance	\$ -	\$ 1,800.00			
Monthly Lease	\$ 773.93	\$ 764.00	\$ 728.87		
Maintenance includes	Consumables Parts Labor Travel Delivery and installation Training for lifetime	Parts Labor Service Salls Unlimited Supplies (excluding paper & staples)	Parts Labor Toner Staples		
Response time for calls	-	4 hours or less	-		
Black Images included	0	75,000	0		
Color Images included	0	30,000	0		
Black & White overages	\$ 0.0030	\$ 0.0050	Varies - see below		
Color overages	\$ 0.0290	\$ 0.0400	Varies - see below		
Code Department	VersaLink C7030 - 30 ppm	e-Studio 2505AC - 25 ppm	RICOH MPC2504EX	B/W	C
	\$ 95.31	\$ 76.00		\$ 0.0072	\$ 0.0470
Bunker	VersaLink C7030 - 30 ppm	e-Studio 2505AC - 25 ppm	RICOH MPC2504EX		
	\$ 83.31	\$ 76.00		\$ 0.0072	\$ 0.0470
Utility Billing + Fax	VersaLink C7030 - 30 ppm	e-Studio 2505AC - 25 ppm	RICOH MPC2504EX		
	\$ 83.31	\$ 83.00		\$ 0.0072	\$ 0.0470
Fire Station #34	VersaLink C7030 - 30 ppm	e-Studio 2505AC - 25 ppm	RICOH MPC2504EX		
	\$ 83.31	\$ 76.00		\$ 0.0072	\$ 0.0470
FAX Alcove	AltaLink C8055 - 55 ppm	e-Studio 4505AC - 45 ppm	RICOH MPC4504EX		
	\$ 147.33	\$ 164.00		\$ 0.0072	\$ 0.0447
Admin Alcove	AltaLink C8055 - 55 ppm	e-Studio 5005AC - 50 ppm	RICOH MPC4504EX		
	\$ 147.33	\$ 160.00		\$ 0.0072	\$ 0.0447
Print Station	VersaLink B405 - 47 ppm	e-Studio 5005AC - 50 ppm	RICOH MPC401		
	\$ 25.00	\$ 129.00		\$ 0.0081	\$ 0.0780
	VersaLink B8025 - 45 ppm		RICOH MPC407		
	\$ 134.03			\$ 0.0081	\$ 0.0520
End of Lease Hard Drive Scrub	Included	\$ 665.00	Included		
Quarterly:	\$ 1,095.00	\$ 1,800.00	\$ 2,167.50		
Monthly:	\$ 1 773.93	\$ 2 764.00	\$ 3 728.87		
Yearly Expense:	\$ 13,667.16	\$ 16,368.00	\$ 17,416.44		

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF NORTH LAUDERDALE, FLORIDA, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN ACCEPTABLE AGREEMENT BY AND BETWEEN THE CITY OF NORTH LAUDERDALE AND ACORDIS INTERNATIONAL CORP TECHNOLOGY & SOLUTIONS FOR THE LEASE OF (4) XEROX VERSALINK C7030; (2) XEROX ALTALINK C8055 AND (1) XEROX VERSALINK B8025 MULTIFUNCTION COPIERS AT AN ANNUAL AMOUNT OF \$13,667.16 FOR THE LEASE AND MAINTENANCE OF EQUIPMENT; AND DIRECTING THE CITY MANAGER TO TAKE ALL STEPS NECESSARY TO CARRY OUT THE INTENT OF THIS RESOLUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

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

Section 1: That the City Manager is hereby authorized and directed to take all steps necessary to execute a 36-month lease agreement for four Xerox VersaLink C7030 multifunction copiers; two Xerox AltaLink C8055 multifunction copiers; and one Xerox VersaLink B8025 multifunction copier for an average annual cost not to exceed \$13,667.16 by and between the City of North Lauderdale and Acordis International Corp Technology and Solutions.

Section 2: That the funds for said leases and maintenance are provided from the FY 2019 adopted budget.

Section 3: That \$5,000.00 of contingency funds is available for unforeseen expenses.

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

PASSED and ADOPTED by the City Commission of the City of North Lauderdale this 11th day of December, 2018.

APPROVED AS TO FORM:

CITY ATTORNEY SAMUAL S. GOREN

MAYOR ANA M. ZIADE

VICE MAYOR SAMSON BORGELIN

ATTEST:

CITY CLERK PATRICIA VANCHERI

**FINANCE DEPARTMENT
M E M O R A N D U M**

To: Honorable Mayor and City Commission

From: Ambreen Bhatti, City Manager

By: Susan Nabors, Finance Director
George Krawczyk, Public Works/Utilities Director

Date: December 11, 2018

Subject: Renewal of Water Plant Operation and Utility Billing Services Agreement with US Water Services Corporation

Background:

In August 2013, the City issued Bid #13-08-344 for Water Plant Operations and Utility Billing Services. On October 29, 2013, Resolution #13-10-6005 was adopted by the Commission authorizing the City to enter into an agreement with US Water Services Corporation (“US Water”), the successful bidder for these services.

An agreement between the City and US Water was executed and became effective on January 1, 2014. The contract was for an initial term of five (5) years, which expires December 31, 2018, and allows for one (1) five (5) year renewal. The agreement allows for annual fee adjustments according to the annual Consumers Price Index – (CPI/U) for Miami-Ft. Lauderdale, FL area or 4%, whichever is less.

For the renewal period, the City proposed, and US Water agrees to maintain the current staffing levels, other terms of the contract and continue the annual adjustments of CPI-Miami-Ft. Lauderdale, or 4%, whichever is less. The CPI change applicable to 2019 is **3.4%**. Therefore, the calendar year 2019 annual rates are based on **3.4%** increase and will be as follows:

Water Plant Operations: \$896,962.16 Utility Billing Services: \$708,994.24

Overall, the City has been very pleased with the Water Plant Operations provided by US Water. Over the past year, the City has worked closely with US Water staff towards making improvements in the Utility Billing Service area. We expect these improvements to continue into the future and strive to provide a positive customer service experience for our utility customers.

The Renewal Addendum is attached as Exhibit A.

RECOMMENDATION

The Administration recommends Commission’s consideration and approval of the attached Resolution authorizing the City Manager to execute the Renewal Addendum to the original agreement between the City of North Lauderdale and US Water Services Corporation, for water plant operations and utility billing services for a five year period beginning January 1, 2019.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF NORTH LAUDERDALE, FLORIDA AUTHORIZING THE CITY MANAGER TO EXECUTE THE RENEWAL ADDENDUM TO THE ORIGINAL AGREEMENT BETWEEN THE CITY OF NORTH LAUDERDALE AND US WATER SERVICES CORPORATION, FOR WATER PLANT OPERATIONS AND UTILITY BILLING SERVICES FOR A FIVE YEAR PERIOD BEGINNING JANUARY 1, 2019; RESPECTIVELY, PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Resolution #13-10-6005 dated October 29, 2013 authorized the execution of an agreement with US Water Services Corporation based upon the terms and conditions outlined in the submittal to the RFP #13-08-344; and

WHEREAS, the City has contracted with US Water Services Corporation for the past five years to perform the City's water plant operations and utility billing services;

WHEREAS, the agreement between the City and US Water Services Corporation allows for one (1) five (5) year renewal;

WHEREAS, US Water Services Corporation, has provided water plant operations and utility billing services in accordance with the terms of the agreement; and

WHEREAS, the City is satisfied with the quality of services provided to the City; and

WHEREAS, a renewal of the agreement with US Water Services Corporation will provide for the necessary continuity required because of their knowledge and past experience with the City of North Lauderdale; and

WHEREAS, available funds exist in the current budget for said purpose; and

WHEREAS, the City Commission of the City of North Lauderdale, Florida deems it to be in the best interests of the citizens and residents of the City of North Lauderdale to renew the agreement between the City of North Lauderdale, Florida and US Water Services Corporation, for five (5) years beginning January 1 ,2019.

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

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

SECTION 2: The appropriate City officials are hereby authorized to execute the agreement between the City of North Lauderdale, Florida, and US Water Services Corporation.

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

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

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

PASSED AND ADOPTED BY THE CITY COMMISSION OF THE CITY OF NORTH LAUDERDALE, FLORIDA, THIS 11th DAY OF DECEMBER, 2018.

ANA M. ZIADE, MAYOR

SAMSON BORGELIN, VICE MAYOR

ATTEST:

PATRICIA VANCHERI, CITY CLERK

Approved as to form.

SAMUEL S. GOREN, CITY ATTORNEY

**RENEWAL ADDENDUM AND AMENDMENT TO AGREEMENT
BETWEEN THE CITY OF NORTH LAUDERDALE AND
US WATER SERVICES CORPORATION, INC.**

THIS AGREEMENT, dated this ____ day of _____ **2018**, by and between:

THE CITY OF NORTH LAUDERDALE, a municipal corporation organized and operating under the laws of the State of Florida, with an address of 701 Southwest 71st Avenue, North Lauderdale, FL 33068, hereinafter referred to as "CITY",

and

US WATER SERVICES CORPORATION, INC., a Company authorized to do business in the State of Florida, with a business address of **4939 Cross Bayou Boulevard, New Port Richey, FL 34652**, hereinafter referred to as "OPERATOR". "CITY" and "OPERATOR" may be collectively referred to as the "Parties".

WHEREAS, the parties entered in five (5) year Agreement in accordance with Request for Bid # 13-08-344, which expires on December 31, 2018; and,

WHEREAS, the Agreement provides for an additional five (5) year renewal term; and,

WHEREAS, the parties have agreed to renew the term of the agreement for an additional five years, effective January 1, 2019 through December 31, 2023; and,

WHEREAS, since 2013, statutes have been enacted that require updated language relating to public records and scrutinized companies be placed into the Agreement; and,

WHEREAS, the Parties desire to enter into this Renewal and Amendment to Agreement amend the Agreement.

W I T N E S S E T H

NOW, THEREFORE, for and in consideration of the sum of the mutual covenants and other good and valuable consideration, the receipt of which are hereby acknowledged, the Parties hereto agree as follows:

SECTION 1. The recitations set forth in the above "WHEREAS" clauses are true and correct and incorporated herein by this reference.

SECTION 2. The parties have mutually agreed to exercise the five year renewal option in the Agreement. The term of the Agreement is renewed for a term commencing January 1, 2019, through December 31, 2023.

SECTION 3. The parties agree that the annual compensation adjustments will continue during the term of this Renewal Addendum and Amendment of Agreement.

SECTION 4. Article 14, entitled "RECORDS/RIGHT TO INSPECT AND AUDIT", Section 14.5 is hereby amended to read as follows:

14.5 The City of North Lauderdale is public agency subject to Chapter 119, Florida Statutes. The OPERATOR shall comply with Florida's Public Records Law. Specifically, the OPERATOR shall:

14.5.1 Keep and maintain public records required by the CITY to perform the service;

14.5.2 Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, Fla. Stat., or as otherwise provided by law;

14.5.3 Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the OPERATOR does not transfer the records to the CITY; and

14.5.4 Upon completion of the contract, transfer, at no cost, to the CITY all public records in possession of the OPERATOR or keep and maintain public records required by the CITY to perform the service. If the OPERATOR transfers all public records to the CITY upon completion of the contract, the OPERATOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the OPERATOR keeps and maintains public records upon completion of the contract, the OPERATOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY.

14.5.5 The failure of OPERATOR to comply with the provisions set forth in this Agreement shall constitute a Default and Breach of this Agreement, for which the City may terminate the Agreement.

Exhibit "1" to this Renewal and Amendment Addendum is the
executed "Certification Pursuant to Florida Statute §287.135."

SECTION 6. In the event of any conflict or ambiguity by and between the terms and provisions of this Renewal Addendum and Amendment of Agreement, the terms and provisions of this Renewal Addendum and Amendment of Agreement shall control to the extent of any such conflict or ambiguity.

SECTION 7. The Parties agree that in all other respects the Original Agreement shall remain in full force and effect, except as specifically modified herein.

IN WITNESS WHEREOF, the Parties to these Presents have executed this Renewal Addendum and Amendment of Agreement the day and year first written above.

CITY:

ATTEST:

CITY OF NORTH LAUDERDALE

PATRICIA VANCHERI, CMC
CITY CLERK

BY: _____
AMBREEN BHATTY
CITY MANAGER

(SEAL)

APPROVED AS TO FORM:

SAMUEL S. GOREN
CITY ATTORNEY

OPERATOR:

WITNESSES

US WATER SERVICES CORPORATION, INC.

Tammy Diann Brooks

Tammy Diann Brooks
Print Name

BY: Edward Mitchell

Print Name: Edward Mitchell

Title: General Mgr

Christina Crego

Christina Crego
Print Name

IF THE OPERATOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE OPERATOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT

**CITY CLERK
701 SOUTHWEST 71ST AVENUE
NORTH LAUDERDALE, FL 33068
(954) 450-1050
pvancheri@nlauderdale.org**

SECTION 5. The Parties hereby to add a new Section 26, entitled "SCRUTINIZED COMPANIES" as follows:

In accordance with Florida Statute 287.135, as amended, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with any agency or local governmental entity for goods or services if:

26.1 Any amount of, at the time bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725 or is engaged in a boycott of Israel; or

26.2 One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:

26.3 Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473; or

26.4 Is engaged in business operations in Syria.

26.5 By entering into this Renewal Addendum and Amendment of Agreement, OPERATOR, its principals or owners, certify that they are not listed on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or is engaged in business operations with Syria. In the event that OPERATOR is listed on any of the above reference list at any time during the term of this Renewal Addendum and Amendment of Agreement, the CITY may terminate the Agreement. Attached as

CERTIFICATION PURSUANT TO FLORIDA STATUTE § 287.135

I, Edward Mitchell General Mgr, on behalf of U.S. Water,
Print Name and Title Contractor Name

Certify that U.S. Water does not:
Contractor Name

1. Participate in a boycott of Israel; and
2. Is not on the Scrutinized Companies that Boycott Israel List; and
3. Is not on the Scrutinized Companies with Activities in Sudan List; and
4. Is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
5. Has not engaged in business operations in Syria.

Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to the Contractor of the City's determination concerning the false certification. The Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Contractor does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Florida Statute § 287.135.

Section 287.135, Florida Statutes, prohibits the City from: 1) Contracting with companies for goods or services in any amount if at the time of bidding on, submitting a proposal for, or entering into or renewing a contract if the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel; and 2) Contracting with companies, for goods or services over \$1,000,000.00 that re on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, or are engaged in business operations in Syria.

As the person authorized to sign on behalf of the Contractor, I hereby certify that the company identified above in the section entitled "Contractor Name" does not participate in any boycott of Israel, is not listed on the Scrutinized Companies that Boycott Israel List, is not listed on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, and is not engaged in business operations in Syria. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject the company to civil penalties, attorney's fees, and/or costs. I further understand that any contract with the City for goods or services may be terminated at the option of the City if the company is found to have submitted a false certification or has been placed on the Scrutinized Companies with Activities in Sudan list or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

U S Water

Company Name

Edward Mitchell

Signature

Edward Mitchell

Print Name

General Mgr

Title

**CITY OF NORTH LAUDERDALE
PUBLIC WORKS/UTILITIES DEPARTMENT**

TO: Mayor and City Commission

FROM: Ambreen Bhatti, City Manager

BY: George Krawczyk, Public Works/Utilities Director

DATE: December 11, 2018

**SUBJECT: Interlocal Agreement with Cities of Pompano Beach, Margate, North
Lauderdale, Coral Springs, and Coconut Creek for sharing the Cost of the
Development of Bacteria Pollution Control Plan**

The City entered into an Interlocal Agreement (ILA) with Broward County Environmental Protection and Growth Management Department (EPGMD) in 1996 to act as the lead agency in regards to the Nation Pollutant Discharge Elimination System (NPDES) program under permit number FLS000016-004. This program is designed to manage the stormwater system throughout the County with Pollution prevention activities. This program is part of the Federal Clean Water Act and is governed by the State of Florida Department of Environmental Protection (FDEP) through a permit issued to Broward County with 26 local municipalities as co-permittees. Larger cities such as Fort Lauderdale and Hollywood have their own independent permits.

Part of the compliance items for this NPDES permit cycle is to develop a bacteria pollution control plan in priority water bodies. The Cypress Creek Canal (C-14) has been designated as a priority water body by the EPA. Several municipalities discharge storm water into this water body. This proposed ILA with the City of Pompano Beach, City of Margate, City of North Lauderdale, City of Coral Springs, and City of Coconut Creek is for the development of the Bacteria Pollution Plan for the C-14 canal, to be conducted by Hydro Solutions, mandating testing of parameters in the C-14 canal which ends in Pompano per the issued NPDES permit. The City of North Lauderdale has direct connections to this waterway, along with other discharging cities mentioned above, and therefore this ILA is being proposed to evenly share the cost of preparing this Bacteria Pollution Control Plan.

The one-time cost share for the City of North Lauderdale is \$8,928.80 for the development of bacteria pollution plan as the five cities are splitting this cost evenly where each City pays their 20% portion. The funding for these activities and the program is appropriated in the City's Stormwater Fund.

The Public Works/Utilities Department will work in good faith in the coordination and collaboration effort with the City of Pompano, who will be taking a lead on this project as Hydro Solution is one of their qualified vendors for this project, to accomplish the goal of this ILA to provide a Bacteria Pollution Control Plan as per NPDES requirements.

RECOMMENDATION:

The City Administration recommends City Commission's consideration and approval of the attached Resolution authorizing the City Manager or her designee to enter into a Interlocal made and entered into between the City of Pompano Beach, the City of Margate, the City of North Lauderdale, the City of Coral Springs, and the City of Coconut Creek for the sharing of the cost of the development of a bacteria pollution control plan for the C-14 canal.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF NORTH LAUDERDALE, FLORIDA, AUTHORIZING THE CITY MANAGER OR HER DESIGNEE TO ENTER INTO AN INTERLOCAL AGREEMENT MADE AND ENTERED INTO BETWEEN THE CITY OF POMPANO BEACH, THE CITY OF MARGATE, THE CITY OF NORTH LAUDERDALE, THE CITY OF CORAL SPRINGS, AND THE CITY OF COCONUT CREEK FOR THE SHARING OF THE COST OF THE DEVELOPMENT OF A BACTERIA POLLUTION CONTROL PLAN FOR THE C-14 CANAL; 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 enter into a ILA with City of Pompano Beach, the City of Margate, the City of Coral Springs, the City of North Lauderdale, and the City of Coconut Creek for the sharing of the cost of the development of a bacteria pollution control plan for the C-14 canal.

Section 2: That the Public Works/Utilities Department will participate in good faith in the collaboration effort as Pompano Beach is the lead agency in the plan.

Section 3: That this Resolution shall take effect immediately upon adoption.

PASSED and ADOPTED by the City Commission of the City of North Lauderdale, Florida, this 11th day of December, 2018.

APPROVED AS TO LEGAL FORM:

CITY ATTORNEY SAMUEL S. GOREN

MAYOR ANA M. ZIADE

VICE MAYOR SAMSON BORGELIN

ATTEST:

PATRICIA VANCHERI, CITY CLERK

**INTERLOCAL AGREEMENT
BETWEEN
THE CITY OF POMPANO BEACH, FLORIDA,
THE CITY OF MARGATE, FLORIDA,
THE CITY OF NORTH LAUDERDALE, FLORIDA,
THE CITY OF CORAL SPRINGS, FLORIDA, AND
THE CITY OF COCONUT CREEK, FLORIDA,
FOR SHARING THE COST OF THE
DEVELOPMENT OF A BACTERIA POLLUTION CONTROL PLAN**

This is an Interlocal Agreement ("Interlocal Agreement" or "Agreement"), made and entered into by and between the City of Pompano Beach, a municipal corporation ("Pompano Beach"), the City of Margate, a municipal corporation ("Margate"), the City of North Lauderdale, a municipal corporation ("North Lauderdale"), the City of Coral Springs, a municipal corporation ("Coral Springs"), and the City of Coconut Creek, a municipal corporation ("Coconut Creek") (collectively referred to as the "Parties").

RECITALS

- A. In 2017, the Parties entered into the fourth cycle of their National Pollutant Discharge Elimination System (NPDES) Municipal Separate Storm Sewer (MS4) permit as co-permittees with Broward County.
- B. Part VIII of the NPDES MS4 permit requires the development of a Bacteria Pollution Control Plan (BPCP) to address pollution levels within an Environmental Protection Agency (EPA)-designated impaired waterbody of the permittees' choice through a prioritization process.
- C. In 2017, the Parties chose to prioritize the C-14 Cypress Creek Canal located in the northern part of Broward County.
- D. Pompano Beach offered to be the lead agency in the undertaking, and to use Hydro Solutions Consulting, LLC to develop a BPCP for the C-14 Cypress Creek Canal to satisfy the requirements of the NPDES MS4 permit for the Parties that prioritized said canal.
- E. Hydro Solutions Consulting, LLC entered into a Master Consulting Agreement with Pompano Beach on March 14, 2018.
- F. Upon execution of the Interlocal Agreement by the Cities of Margate, Coconut Creek, North Lauderdale and Coral Springs, Pompano Beach will execute both the Interlocal Agreement and the Consultant Services Authorization No. 3 between it and Hydro Solutions Consulting, LLC for the development of the BPCP for the C-14 Canal, attached hereto as Exhibit "A."

G. The Parties to this Interlocal Agreement each agree to provide twenty percent (20%) of the final invoiced cost resulting from the Consultant Services Authorization No. 3 between Hydro Solutions Consulting, LLC and Pompano Beach for the development of the BPCP for the C-14 Canal.

H. This Agreement is entered into pursuant to Section 163.01, the "Florida Interlocal Cooperation Act of 1969," of the Florida Statutes, and upon execution by the Parties shall be filed with the Clerk of the Circuit Court of Broward County.

NOW, THEREFORE, IN CONSIDERATION of the mutual terms, conditions, promises, covenants, and payments hereinafter set forth, the Parties agree as follows:

ARTICLE 1. DEFINITIONS

- 1.1 **Contract Administrator.** Director of Pompano Beach's Utilities Department, or his/her designee.
- 1.2 **Consultant.** Hydro Solution Consulting, LLC, as the authorized contractor of Pompano Beach, hired to develop the BPCP for the C-14 Canal per NPDES MS4 permit requirements under Pompano Beach's Master Consulting Agreement and specifically the Consultant Services Authorization No. 3.

ARTICLE 2. SCOPE OF SERVICES

- 2.1 Pompano Beach shall share with the other parties to this Agreement all materials, information, and data received from Consultant pursuant to the work more fully described in Exhibit "A," attached hereto and made a part hereof, within a reasonable time following Pompano Beach's receipt of that information from Consultant.
- 2.2 It is understood and agreed that Pompano Beach may enter into separate agreements with Consultant; however, the other parties to this Agreement shall not be responsible for any additional costs or expenses associated with said separate agreements with Consultant unless the other parties otherwise agree in writing to such responsibility. Furthermore, the Consultant Services Authorization No. 3 is understood to be solely between Pompano Beach and the Consultant, and the other parties to this Agreement shall have no right or responsibility to administer the Consultant Agreement.

Article 3. COST SHARING

- 3.1 Upon completion of the project described in Exhibit "A," the other parties to this Agreement agree to pay Pompano Beach, in the manner specified in Section 3.2, Method of Billing and Payment, its "Cost Share" of the Consultant's study and drafting cost as set forth in the schedule attached as Exhibit "B," attached hereto and made a part hereof. The failure of any city or governmental entity to provide

Pompano Beach payment or to enter into a separate interlocal agreement shall not increase the other parties' obligation or relieve the other parties of their own obligation to pay Pompano Beach as provided herein.

32 METHOD OF BILLING AND PAYMENT

3.2.1 Pompano Beach must submit a final invoice for services completed under its Consultant Services Authorization No. 3 to the Parties of this Agreement in the amount, set forth as to each party, not to exceed the listed value in the "Cost Sharing Schedule" detailed in Exhibit "B." The invoice to each Party must be in the form of one (1) original invoice plus one (1) copy. The invoice shall designate the nature of the services performed and/or the total expenses incurred.

3.2.2 This Interlocal Agreement provides for strict accountability of all funds and the Parties have the right to conduct an audit of all receipts and disbursements.

3.2.3 The invoiced Parties shall pay Pompano Beach within thirty (30) calendar days after receipt of Pompano Beach's invoice.

33 Payment of the Pompano Beach invoice shall be made as follows:

A. Randolph Brown
Utilities Director
1205 NE 5th Avenue
Pompano Beach, FL 33060

ARTICLE 4. TERM AND TIME OF PERFORMANCE OF AGREEMENT

4.1 This Interlocal Agreement shall become effective upon the last date that this Agreement is executed by all parties to this Agreement and shall continue in full force and effect until midnight, fifteen (15) months following final execution of the Agreement. In addition, Contract Administrator is authorized to execute any amendments extending the term of this Interlocal Agreement with the appropriate amendment prepared with the same or similar formality, provided that any such amendment does not increase the compensation due by the other parties.

4.2 All duties, obligations, and responsibilities of the parties to this Agreement, required by this Interlocal Agreement, shall remain in full force and effect through the termination date or any extended termination date, as set forth above, unless written notice of termination by a party is provided pursuant to Article 6, "Termination," and Section 7.7, "Notices." Time shall be deemed to be of the essence in performing the duties, obligations, and responsibilities required by this Interlocal Agreement.

ARTICLE 5. GOVERNMENTAL IMMUNITY

- 5.1 Nothing herein is intended to serve as a waiver of sovereign immunity by any party nor shall anything included herein be construed as consent to be sued by third parties in any matter arising out of this Interlocal Agreement or any other contract. The parties to this Agreement are state agencies or political subdivisions as defined in Chapter 768.28, Florida Statutes, and agree to be fully responsible for the acts and omissions of their agents or employees to the extent permitted by law. The provisions of this section shall survive the expiration or earlier termination of this Agreement.

ARTICLE 6. TERMINATION

- 6.1 This Interlocal Agreement may be terminated for cause by an aggrieved party if the party in breach has not corrected the breach within ten (10) days after written notice from an aggrieved party (with a copy to the Contract Administrator) identifying the breach, or for convenience by any party upon not less than thirty (30) days' written notice to the Contract Administrator. An erroneous termination for cause shall be considered a termination for convenience. The same cost sharing methodology utilized in Exhibit B shall be utilized for the payment of costs incurred up to the time of the breach, upon early termination pursuant to this section.
- 6.2 Notice of termination shall be provided in accordance with the "Notices" section of this Interlocal Agreement except that notice of termination by Contract Administrator, which Contract Administrator deems necessary to protect the public health, safety, or welfare may be verbal notice, which shall be promptly confirmed in writing in accordance with the "Notices" section of this Interlocal Agreement.
- 6.3 Upon receiving notice of early termination by any party to this Agreement, the Contract Administrator shall notify Consultant to halt work under the Consultant Agreement so as to avoid further incurred costs, and immediately notify all Parties of same.

ARTICLE 7. MISCELLANEOUS

- 7.1 Public Records. The parties shall comply with all public records requirements of Chapter 119, Florida Statutes, as may be required by law.

IF EITHER PARTY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO A PARTY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE POMPANO BEACH CUSTODIAN OF PUBLIC RECORDS AT,

CITY CLERK
100 W. Atlantic Blvd., Suite 253
Pompano Beach, Florida 33060
(954) 786-4611
RecordsCustodian@copbfl.com

- 7.2 Assignment and Performance. Neither this Agreement nor any interest herein shall be assigned, transferred, or encumbered without the written consent of the other parties hereto, and any attempt to transfer or assign any interest in this Agreement without the written consent of the other parties shall be void.
- 7.3 All Prior Agreements Superseded. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein; and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written.
- 7.4 Amendments. Except as provided in Section 4.1, no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.
- 7.5 Notices. In order for a notice to a party to be effective under this Agreement, notice must be sent via U.S. first-class mail with a contemporaneous copy via e-mail to the addresses listed below and shall be effective upon mailing. The addresses for notice shall remain as set forth herein unless and until changed by providing notice of such change in accordance with the provisions of this section.

FOR POMPANO BEACH:
Department of Utilities
Attn: A. Randolph Brown, Utilities Director
1205 NE 5th Avenue
Pompano Beach, FL 33060
Randolph.Brown@copbfl.com

FOR MARGATE:
Department of Environmental and Engineering Services
Attn: Richard Nixon, Acting Director
901 NW 66th Avenue, Suite B
Margate, FL 33063
rnixon@margatefl.com

FOR NORTH LAUDERDALE:
Department of Public Works and Utilities
Attn: George Krawczyk, Director
701 SW 71st Avenue
North Lauderdale, FL 33068
gkrawczyk@nlauderdale.org

FOR CORAL SPRINGS:
Department of Public Works
Attn: Richard Michaud, Director
9500 West Sample Road
Coral Springs, FL 33065
RMichaud@coralsprings.org

FOR COCONUT CREEK:
Department of Utilities and Engineering
Attn: Osama Elshami, Director
5295 Johnson Road
Coconut Creek, FL 33073
OElshami@coconutcreek.net

- 7.6 Interpretation. The language of this Agreement has been agreed to by the parties to express their mutual intent and no rule of strict construction shall be applied against either party hereto. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein," "hereof," "hereunder," and "hereinafter" refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a section or article of this Agreement, such reference is to the section or article as a whole, including all of the subsections of such section, unless the reference is made to a particular subsection or subparagraph of such section or article.

- 7.7 Independent Contractor. Each party is an independent contractor and not an agent, employee, partner, or joint venturer of the other parties. Beyond what is provided herein, the parties have no authority to undertake or accept any obligation, liability or expense on behalf of the other parties, nor act in any other manner on behalf of the other parties, nor in the name of the other parties hereto.
- 7.8 Third Party Beneficiaries. The parties do not intend to directly or substantially benefit a third party by this Agreement. Therefore, the parties acknowledge that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement.
- 7.9 Materiality and Waiver of Breach. The parties agree that each requirement, duty, and obligation set forth herein was bargained for at arms-length and is agreed to by the parties in exchange for quid pro quo, that each is substantial and important to the formation of this Agreement, and that each is, therefore, a material term hereof. A party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.
- 7.10 Compliance with Laws. The parties shall comply with all federal, state, and local laws, codes, ordinances, rules, and regulations in performing their duties, responsibilities, and obligations related to this Agreement.
- 7.11 Severability. In the event any part of this Agreement is found to be unenforceable by any court of competent jurisdiction, that part shall be deemed severed from this Agreement and the balance of this Agreement shall remain in full force and effect.
- 7.12 Joint Preparation. This Agreement has been jointly prepared by the parties hereto, and shall not be construed more strictly against any one (1) party.
- 7.13 Priority of Provisions. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of this Agreement, the term, statement, requirement, or provision contained in Articles 1 through 7 of this Agreement shall prevail and be given effect.
- 7.14 Law, Jurisdiction, Venue, Waiver of Jury Trial. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the state of Florida. All parties acknowledge and accept that jurisdiction of any controversies or legal problems arising out of this Agreement, and any action involving the enforcement or interpretation of any rights hereunder, shall be exclusively in the state courts of the Seventeenth Judicial Circuit in Broward County, Florida, and venue for litigation arising out of this Agreement shall be exclusively in such state courts, forsaking

any other jurisdiction which either party may claim by virtue of its residency or other jurisdictional device. **BY ENTERING INTO THIS AGREEMENT, THE PARTIES HEREBY EXPRESSLY WAIVE ANY RIGHTS THE PARTIES MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.**

- 7.15 Incorporation by Reference. Any and all Recital clauses stated above are true and correct and are incorporated herein by reference. The attached Exhibits are incorporated into and made a part of this Agreement.
- 7.16 Representation of Authority. Each individual executing this Agreement on behalf of a party hereto hereby represents and warrants that he or she is, on the date he or she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such party and does so with full and legal authority.
- 7.17 Counterparts. This Agreement may be executed in one (1) or more counterparts, each of which shall be an original, but together such counterparts shall constitute only one (1) instrument.

THE REMAINDER OF THE PAGE IS INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement:

INTERLOCAL AGREEMENT BETWEEN POMPANO BEACH, FLORIDA, MARGATE, FLORIDA, NORTH LAUDERDALE, FLORIDA, CORAL SPRINGS, FLORIDA, AND THE CITY OF COCONUT CREEK, FLORIDA, FOR SHARING THE COST OF THE DEVELOPMENT OF A BACTERIA POLLUTION CONTROL PLAN.

THE CITY OF POMPANO BEACH, through its CITY COMMISSION, signing by and through its City Manager, authorized to execute same by Commission action on the _____ day of _____, 20__.

POMPANO BEACH

ATTEST:

POMPANO BEACH, by and through its City Commission

_____, City Clerk

By _____
_____, City Manager

____ day of _____, 20__

Approved as to form by:

By _____
____ PRINT _____ (Date)
____ TITLE _____

INTERLOCAL AGREEMENT BETWEEN POMPANO BEACH, FLORIDA, MARGATE, FLORIDA, NORTH LAUDERDALE, FLORIDA, CORAL SPRINGS, FLORIDA, AND THE CITY OF COCONUT CREEK, FLORIDA, FOR SHARING THE COST OF THE DEVELOPMENT OF A BACTERIA POLLUTION CONTROL PLAN.

THE CITY OF MARGATE through its CITY COMMISSION, signing by and through its City Manager, authorized to execute same by Commission action on the _____ day of _____, 20____.

MARGATE

ATTEST:

_____, City Clerk

_____, by and through
its City Commission

By _____
_____, City Manager

____ day of _____, 20____

Approved as to form by:

By _____
____ PRINT _____ (Date)
____ TITLE _____

INTERLOCAL AGREEMENT BETWEEN POMPANO BEACH, FLORIDA, MARGATE, FLORIDA, NORTH LAUDERDALE, FLORIDA, CORAL SPRINGS, FLORIDA, AND THE CITY OF COCONUT CREEK, FLORIDA, FOR SHARING THE COST OF THE DEVELOPMENT OF A BACTERIA POLLUTION CONTROL PLAN.

THE CITY OF NORTH LAUDERDALE through its CITY COMMISSION, signing by and through its City Manager, authorized to execute same by Commission action on the _____ day of _____, 20__.

NORTH LAUDERDALE

ATTEST:

_____, City Clerk

_____, by and through
its City Commission

By _____
_____, City Manager

____ day of _____, 20__

Approved as to form by:

By _____
____ PRINT _____ (Date)
____ TITLE _____

INTERLOCAL AGREEMENT BETWEEN POMPANO BEACH, FLORIDA, MARGATE, FLORIDA, NORTH LAUDERDALE, FLORIDA, CORAL SPRINGS, FLORIDA, AND THE CITY OF COCONUT CREEK, FLORIDA, FOR SHARING THE COST OF THE DEVELOPMENT OF A BACTERIA POLLUTION CONTROL PLAN.

THE CITY OF CORAL SPRINGS through its CITY COMMISSION, signing by and through its City Manager, authorized to execute same by Commission action on the _____ day of _____, 20__.

CORAL SPRINGS

ATTEST:

_____, City Clerk

_____, by and through
its City Commission

By _____
_____, City Manager

____ day of _____, 20__

Approved as to form by:

By _____
____ PRINT _____ (Date)
____ TITLE _____

INTERLOCAL AGREEMENT BETWEEN POMPANO BEACH, FLORIDA, MARGATE, FLORIDA, NORTH LAUDERDALE, FLORIDA, CORAL SPRINGS, FLORIDA, AND THE CITY OF COCONUT CREEK, FLORIDA, FOR SHARING THE COST OF THE DEVELOPMENT OF A BACTERIA POLLUTION CONTROL PLAN.

THE CITY OF COCONUT CREEK through its CITY COMMISSION, signing by and through its City Manager, authorized to execute same by Commission action on the _____ day of _____, 20_.

COCONUT CREEK

Attest:

CITY OF COCONUT CREEK

Leslie Wallace May, MMC
City Clerk

By: _____
Mary C. Blasi, City Manager

APPROVED AS TO LEGAL FORM
AND SUFFICIENCY:

Date

Terrill C. Pyburn, City Attorney

**CITY OF NORTH LAUDERDALE
COMMUNITY DEVELOPMENT DEPARTMENT**

TO: Mayor and City Commission

FROM: Ambreen Bhatti, City Manager

**By: Tammy L. Reed-Holguin, Community Development Director
George Krawczyk, Public Works Director**

DATE: December 11, 2018

SUBJECT: Resolution Supporting the Broward Metropolitan Planning Organization (MPO) W. Prospect Road Mobility Improvements Project to Enhance Bicycle and Pedestrian Connectivity Along County Right-of-Way

Tonight we are requesting Commission's approval of the attached Resolution supporting the Metropolitan Planning Organization's (MPO) project to enhance bicycle and pedestrian connectivity along Prospect Road within County right-of-way. This project will extend the sidewalk on the south side of Prospect Road and install bike lanes on both the north and south sides of Prospect Road from State Road 7 to approximately NW 36th Terrace. Robert Lopes, P.E., from the Florida Department of Transportation, is here tonight to give a brief presentation on the project. The MPO is represented by Ricardo Gutierrez.

BACKGROUND:

The W. Prospect Road mobility improvements project was identified as part of the State Road 7 Multimodal Improvements Corridor Study. A prioritized list of projects was approved as part of that study by the Broward MPO Board on July 14, 2016. The City Commission's representative on the Board was very vocal about the need to extend the sidewalk on the south side of Prospect Road to provide connectivity to the businesses and bus stop on State Road 7 for the residents of the Village Mobile Home Park. The proposed project will accomplish that objective.

The exact scope of the project and the design of the project are scheduled to begin October 2019. The intent is to construct 5 foot bike lanes on both the north and south side of Prospect Road in the County right-of-way and to extend the existing 6 foot sidewalk from approximately NW 36th Terrace to State Road 7 along the south side. (See exhibit "A") They will also look into adding any missing segments of sidewalk on the north side of Prospect Road to at least connect to exiting bus stops. These sidewalks and bike lanes will meet all of the ADA requirements. Once these amenities are constructed by FDOT, they will be turned over the County for maintenance. The County is requesting that the municipalities commit to the maintenance of any improvements within their jurisdiction. The County will have to dedicate this right-of-way to the City for this purpose.

There will be additional public input opportunities regarding the scope and design of the project in mid-2020. FDOT and MPO will come back before the Commission after that time. The production of design documents is anticipated to begin in December 2021 and the project will be bid-out at the end of July 2022.

Tonight, we are requesting approval of the attached Resolution supporting the Metropolitan Planning Organization's (MPO) project to enhance bicycle and pedestrian connectivity along Prospect Road within County right-of-way and committing the City to the maintenance of the improvements once constructed.

RECOMMENDATION:

The City Administration recommends Commission's consideration and adoption of the attached resolution supporting the Metropolitan Planning Organization's (MPO) project to enhance bicycle and pedestrian connectivity along Prospect Road within County right-of-way and committing the City to maintain such improvements once constructed.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF NORTH LAUDERDALE, FLORIDA, SUPPORTING THE METROPOLITAN PLANNING ORGANIZATION'S PROJECT TO ENHANCE BICYCLE AND PEDESTRIAN CONNECTIVITY ALONG PROSPECT ROAD WITHIN COUNTY RIGHT OF WAY, FROM SR-7/US-441 TO APPROXIMATELY NW 36th TERRACE; FURTHER EXPRESSING ITS INTENT TO TAKE OVER MAINTENANCE OF THESE BIKE/MOBILITY IMPROVEMENTS WITHIN THE COUNTY RIGHT OF WAY.

WHEREAS, the State of Florida Department of Transportation (hereinafter FDOT) is authorized to undertake a project identified as Financial Project # 437830-1-52-01, within City of North Lauderdale's geographical limits; and

WHEREAS, pursuant to said project, FDOT agrees to provide bike/pedestrian improvements along Prospect Road from SR-7 to approximately NW 36th Terrace in the City of North Lauderdale; and

WHEREAS, City of North Lauderdale desires to have installed the bike/pedestrian improvements; and

WHEREAS, City of North Lauderdale is willing to maintain the bike/pedestrian improvements within City right of way after installation; and

WHEREAS, it is in the best interests of the City of North Lauderdale to approve and authorize an agreement to establish the mutual rights and obligations of the City and FDOT with respect to installation and maintenance of the bike/pedestrian improvements pursuant to this project; and

WHEREAS, this project is on the Metropolitan Planning Organization (MPO) priority list; and

WHEREAS, since this is an Off State Highway System Project, FDOT will not provide maintenance for the project segment after construction is completed. A Maintenance Agreement will be required to establish the County as the maintaining agency for the segment; and

WHEREAS, pursuant to such authority, FDOT and City of North Lauderdale are desirous of having the FDOT construct mobility improvements more particularly described as Financial Project ID 429576-4-52-01, which involves constructing bike/pedestrian improvements along the project limits; and

WHEREAS, the parties hereto mutually recognize the need for entering into an Agreement designating and setting forth the responsibilities of each party; and

WHEREAS, The City Commission of The City of North Lauderdale by Resolution on the 11th day of December, 2018, a copy of which is attached hereto and by this reference made a part hereof, desires to enter into this Agreement and authorizes its officers to do so;

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

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

Section 2. City of North Lauderdale hereby requests FDOT to develop plans to construct a bike/mobility improvement along Prospect Road from SR-7 to approximately NW 36th Terrace, within City right of way to enhance bicycle and pedestrian connectivity.

Section 3. It is the intent of City of North Lauderdale to take over the maintenance of the Prospect Road bike/pedestrian improvements along Prospect Road from SR-7 to approximately NW 36th Terrace.

Section 4. The City Clerk is directed to provide a copy of this Resolution to FDOT.

Section 5. This Resolution shall become effective immediately upon adoption.

PASSED by the City Commission of the City of North Lauderdale, Florida, this 11th day of December, 2018.

APPROVED AS TO FORM:

CITY ATTORNEY SAMUEL S. GOREN

MAYOR ANA M. ZIADE

VICE MAYOR SAMSON BORGELIN

ATTEST:

PATRICIA VANCHERI, CITY CLERK

West Prospect Road Mobility Improvements – Exhibit A



North Lauderdale Residents Household Hazardous Waste 2019 Collection Dates

Household Hazardous Waste

The cities of North Lauderdale, Coral Springs, Coconut Creek, Tamarac, Fort Lauderdale, Pompano Beach and Lauderdale Lakes have established a joint agreement that will allow city residents numerous opportunities throughout the year to dispose of a wide range of hazardous materials at special events throughout the year.

Driver's License required to drop off at any location



2019 Collection Dates Saturdays - 9am to 2pm



<u>January 12</u> Ft. Lauderdale – 2201 NW 9 Ave	<u>February 2</u> Coral Springs – 4181 NW 121 Avenue	<u>February 9</u> North Lauderdale – 701 SW 71 Avenue
<u>March 2</u> Coconut Creek – 4800 W Copans Road	<u>March 30</u> Lauderdale Lakes – 4331 NW 36 Street	<u>April 27</u> Fort Lauderdale - 2201 NW 9 Ave
<u>May 4</u> Tamarac – 6011 Nob Hill Road	<u>June 8</u> Pompano Beach – 1660 NE 10 Street	<u>July 13</u> Fort Lauderdale - 2201 NW 9 Ave
<u>August 3</u> North Lauderdale – 701 SW 71 Avenue	<u>September 14</u> Coconut Creek – 4800 W Copans Road	<u>October 5</u> Coral Springs – 4181 NW 121 Avenue
<u>November 2</u> Pompano Beach – 1660 NE 10 Street	<u>December 7</u> Tamarac – 6011 Nob Hill Road	



What Can Be Dropped Off:

Paints – Electronics – Light Bulbs – Antifreeze
Auto Batteries - Motor Oil – Pool Chemicals
Pesticides & Other Household Chemicals

**INTER-OFFICE MEMORANDUM
CITY CLERK'S DEPARTMENT**

TO: Mayor and City Commission

FROM: City Clerk Patricia Vancheri

DATE: December 11, 2018

SUBJECT: Broward League of Cities Board of Directors Appointments

The Broward League of Cities requests that each Member City appoints a Director, an Alternate Director and a Second Alternate Director to serve on the Board of Directors for the time period effective June 2018 through May 2019.

Based on the results of the November 6, 2018 General Election, there needs to be new appointments to this Board.

The slate of officers previously appointed was Mayor Jack Brady, as Director; Commissioner Graiose, as Alternate and Commissioner Wood, as Second Alternate.

COMMISSION ACTION NEEDED:

Select among your peers Commissioners to serve in the three positions cited above; fill in the names in the attached Resolution; read and adopt the Resolution with the names inserted.

RESOLUTION NO. _____

A RESOLUTION OF THE NORTH LAUDERDALE CITY COMMISSION APPOINTING A DIRECTOR, AN ALTERNATE DIRECTOR AND A SECOND ALTERNATE TO THE BROWARD LEAGUE OF CITIES BOARD OF DIRECTORS EFFECTIVE DECEMBER 2018 THROUGH MAY 2019; PROVIDING THAT A COPY OF THIS RESOLUTION BE SENT TO MARY LOU TIGHE, EXECUTIVE DIRECTOR OF THE BROWARD LEAGUE OF CITIES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Broward League of Cities has requested that each member city provide a Resolution naming, from among their peers a director, alternate director and second alternate director to serve on the League Board of Directors.

NOW, THEREFORE, BE IT RESOLVED by the City Commission of the City of North Lauderdale, Florida:

Section 1. That _____ be and the same is hereby selected to serve as a Director of the Broward League of Cities Board of Directors.

Section 2. That _____ be and the same is hereby selected to serve as an Alternate Director of the Broward League of Cities Board of Directors.

Section 3. That _____ be and the same is hereby selected to serve as a Second Alternate Director of the Broward League of Cities Board of Directors.

Section 4: That the City Clerk shall provide an executed copy of this Resolution to Mary Lou Tighe, Executive Director, Broward League of Cities.

Section 5: That this Resolution shall take effect immediately upon adoption.

PASSED and ADOPTED by the North Lauderdale City Commission this 11th day of December, 2018.

APPROVED AS TO LEGAL FORM:

SAMUEL S. GOREN CITY ATTORNEY

MAYOR ANA M. ZIADE

ATTEST: _____
CITY CLERK, PATRICIA VANCHERI

VICE MAYOR SAMSON BORGELIN



2017-2018 OFFICERS
President Dan Daley
Commissioner, Coral Springs
1st Vice President Tim Lonergan
Mayor, Oakland Park
2nd Vice President Daniel J Stermer
Mayor, Weston
Secretary Traci Callari
Commissioner, Hollywood
Treasurer Gary Resnick
Mayor, Wilton Manors

DIRECTORS
Immediate Past President Greg Ross
Mayor, Cooper City
Past President Susan Starkey
Councilmember, Dante
Past President M. Margaret Bates
Commissioner, Landerhill
Past President Frank Orta
Mayor, Pembroke Pines
Barbara Baldassarre
Commissioner, Hilltop Beach
Gloria Battle
Commissioner, Deerfield Beach
Jack Brady
Mayor, North Lauderdale
Anthony Caggiano
Vice Mayor, Miramar
Thomas Dersett
Commissioner, West Park
Harry Dressler
Mayor, Tamarac
Justin Flippen
Vice Mayor, Wilton Manors
Caroline Guida
Councilmember, Sea Ranch Lakes
Bill Harris
Vice Mayor, Dante Beach
Dale Holmes
Commissioner, Broward County
Thomas Kallman
Commissioner, Weston
Bob Mayersohn
Commissioner, Parkland
Doug McKay
Mayor, Southwest Ranches
Wayne Messam
Mayor, Miramar
Ashira Mohammed
Mayor, Pembroke Park
Barry Moss
Commissioner, Pompano Beach
Iris Sipe
Commissioner, Pembroke Pines
Larry Soffield
Deputy Mayor, Sunrise
Elliot Sokolow
Vice Mayor, Lauderdale-by-the-Sea
Anabelle Taub
Commissioner, Hallandale Beach
Ken Thurston
Commissioner, Landerhill
Pete Tinson
Councilmember, Plantation
Becky Tooley
Mayor, Coconut Creek
Dean Trantalis
Commissioner, Fort Lauderdale
Glenn Trout
Mayor, Lighthouse Point
Beverly Williams
Vice Mayor, Lauderdale Lakes

Mary Lou Tighe
Executive Director
Sely Cochran
Deputy Executive Director

MEMORANDUM

To: City Clerks
 From: Mary Lou Tighe, Executive Director
 Date: March 19, 2018
 Re: 2018-19 Board of Director Appointments

According to the League By-Laws:

- Each city shall appoint a Director, Alternate, and Second Alternate to attend and vote at any Board of Directors or General Membership meeting held where he/she represents his/her municipality.
- It is the responsibility of each Director to communicate with his/her respective municipal officials, employees, and constituents concerning actions taken or to be taken by the Board of Directors or the general membership. Directors are responsible for bringing issues of collective importance to the attention of the Board of Directors.
- Each member of the Board of Directors shall notify his or her Alternate to attend Board of Director Meetings when that voting member will not attend. The Alternate shall have the right to participate and vote. In the event the Alternate cannot attend, the Alternate shall notify his or her Second Alternate to attend Board of Director meetings when the Alternate cannot attend. The Second Alternate shall have the right to participate and vote.

Please agenda the selection of your Director, Alternate, and Second Alternate for your next commission meeting as the deadline for board appointments is April 27, 2018. Once completed, please forward the information below to scochrane@browardleague.org.

=====

Municipality: _____

Commissioner/Council Appointments:

Director: _____

Alternate: _____

Second Alternate: _____



Suite 122 Governmental Center, 115 South Andrews Avenue
 Fort Lauderdale, Florida 33301
 Phone: 954.357.7370 Fax: 954.357.5563
 Internet: www.browardleague.org