

CITY OF NORTH LAUDERDALE

COMMISSION MEETING

TUESDAY, FEBRUARY 13, 2018

REGULAR MEETING – 6:00 p.m.

AGENDA

- 1. INVOCATION AND PLEDGE OF ALLEGIANCE–Commissioner Borgelin**
- 2. ROLL CALL**

Mayor Jack Brady
Vice Mayor Rich Moyle
Commissioner Jerry Graziose
Commissioner Lorenzo Wood
Commissioner Samson Borgelin
City Manager Ambreen Bhatti
City Attorney Samuel S. Goren
City Clerk Patricia Vancheri
- 3. APPROVAL OF MINUTES**
 - a. January 30, 2018**
- 4. PRESENTATIONS**
 - a. Outstanding Citizen Award for Hurricane Assistance (Commissioner Borgelin)**
(Continuation from last City Commission Meeting)
 - Susan Liburd**
 - b. Morgan Stanley Investment Portfolio Presentation and Report (Glenn Scott)**
- 5. PUBLIC DISCUSSION**

6. QUASI-JUDICIAL ITEMS

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

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

APPLICANT: Daniel Luna, T Car Wash Operations LLC.

- 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: For consideration and approval of the Final Site Plan SPR 17-06 subject to the sixteen (16) conditions outlined in staff memorandum.

7. OTHER BUSINESS

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

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

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

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

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

- Motion, second and vote to read
- Attorney reads title
- Staff presentation (Tammy Reed Holguin)
- Commission motion and second to adopt
- Commission discussion
- Commission vote

**MOTION: To amend the Special Exception use permit (SEU 17-01) to allow the church to
locate on the 1st floor instead of the second floor of the 840 S.W. 81st Avenue building
subject to the seven (7) conditions outlined in staff memorandum.**

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

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

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

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

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

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF NORTH LAUDERDALE, FLORIDA AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO AMEND THE ORIGINAL AGREEMENT BETWEEN THE CITY OF NORTH LAUDERDALE AND GRAU & ASSOCIATES, FOR ANNUAL AUDITING SERVICES TO EXTENT THE AGREEMENT FOR A ONE YEAR PERIOD BEGINNING WITH THE FISCAL YEAR ENDING SEPTEMBER 30, 2018; FOR A NOT TO EXCEED COST OF \$58,000 FOR FISCAL YEAR ENDING SEPTEMBER 30, 2018, RESPECTIVELY, PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

e. ORDINANCE – First Reading - Ordinance to Amend Development Agreement for Walmart

- Motion, second and vote to read
- Attorney reads title
- Staff presentation (Tammy Reed Holguin)
- Commission motion and second to adopt
- Commission discussion
- Commission vote

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

8. REPORTS

- a. Update on Walmart Pending Issues (Dwayne Dickerson)**

9. COMMISSION COMMENTS

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

10. CITY MANAGER COMMENTS

a. Upcoming Events

- **B2B After Hours – February 22 – 5:30-7:30 pm – Polish American Club**

11. CITY ATTORNEY COMMENTS

12. ADJOURNMENT

CITY OF NORTH LAUDERDALE

COMMISSION MEETING

JANUARY 30, 2018

MINUTES

The North Lauderdale City Commission met at the Municipal Complex on Tuesday, January 30, 2018. The meeting convened at 6:00 p.m.

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

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

Mayor Jack Brady (*By teleconference*)

Vice Mayor Rich Moyle (*led the meeting*)

Commissioner Jerry Graziose (*By teleconference*)

Commissioner Lorenzo Wood

Commissioner Samson Borgelin

City Manager Ambreen Bhatti

City Attorney Samuel S. Goren

City Clerk Patricia Vancheri

3. APPROVAL OF MINUTES

a. January 16, 2018 – Commissioner Wood moved to approve the Minutes as submitted. Seconded by Commissioner Borgelin. **Minutes approved unanimously by voice vote.**

4. PRESENTATIONS

a. Fire Department Promotional Ceremony - Fire Chief Rodney Turpel addressed the Commission and the audience to introduce the Firefighters being promoted this evening. The families of those being promoted were present, as well as the family of Battalion Chief Juan Linares, who was present in memoriam to celebrate the promotions. Chief Turpel explained the importance of these promotions and presented the Captains and Lieutenants with their new badges which were pinned by their family members. Chief Turpel commented that they are being honored tonight as they step up into the officer corps and expressed his pride in these officers. Each promoted officer, **Captain Ian Sargent, Captain Bradley Myers, Lieutenant Johann Rose, and Lieutenant Christopher Xiste**, introduced their family members and had an opportunity to express themselves.

b. Outstanding Citizen Awards for Hurricane Assistance - Commissioner Borgelin presented certificates to **Craig Halick, Jeffrey Lampkin, Pastor Louveture Lubin, and Mark Luke Moroso**, to acknowledge their various acts of assistance in the community before, during and after Hurricane Irma.

City Manager called on the Public Works Director, George Krawczyk, to introduce a new employee to Public Works Department, Mr. Neil Buckeridge as the Public Works/Utilities Superintendent. Mr. Buckeridge commented he is happy to be on board.

Vice Mayor Moyle provided a document entitled “The Job of a Commissioner” that he drafted to reiterate and outline what the job is; to emphasize what happens up on the dais which he believes is important based on the City Charter; that this is a non-partisan board; and that they follow Roberts Rules of Order very loosely in this City business meeting, which helps maintain order as the meetings go on. Vice Mayor Moyle commented that each Commissioner has a district of about 11,000 people, but on the dais they are representing the entire City for a global approach to all the laws. Vice Mayor Moyle read through the document and stated that the purpose of it was to state the way a meeting is conducted; that the Chair will allow questions through him from the Commission; that there is an opportunity for public discussion, usually limited to three minutes and that the Chair is the person who keeps the order of the meeting so that it runs smoothly and quickly.

5. PROCLAMATIONS

a. American Heart Month (February) and National Wear Red Day (Feb. 2) – Clerk read the Proclamation into the record and Liza Guzman, a Representative from the American Heart Association was present to receive it.

b. National African American History Month (February) – Clerk read the Proclamation into the record.

6. PUBLIC DISCUSSION

Brenda Jacobson, President of Belmont HOA - 2306 Belmont Lane – Belmont has a couple of ongoing issues with Walmart and brought them to the attention of the Commission. She said she is not against the sign which is an agenda item tonight, but one issue was with an exit and entrance that was promised when Walmart was first planned that the HOA since put it in themselves at a cost of over a quarter of a million dollars. Currently the issue is that from the beginning Walmart was supposed to maintain both sides of the wall dividing Belmont and Walmart. City Manager Bhatti spoke with Attorney Dwayne Dickerson and they will be working together to address these issues.

Jeffrey Lambert -1356 Avon Lane – A general contractor who indicated there were some issues with regard to the permitting process by requiring the contractors to call each of the inspectors separately with regard to what is needed for a final inspection. He suggested that the City change their forms to show which type of inspection is required.

7. ORDINANCES SECOND READING

- a. Ordinance – Second Reading – Amending Section 106-184 “Fences, Walls and Hedges” and Section 94-14 “Functional Types of Signs” to Provide for Regulations Regarding Screening and Signage on Temporary Construction Fences.**

Mayor Brady moved to read. Seconded by Commissioner Wood.
Attorney read:

AN ORDINANCE OF THE CITY OF NORTH LAUDERDALE, FLORIDA, AMENDING SECTION 106-184 WITHIN CHAPTER 106 OF THE NORTH LAUDERDALE CODE OF ORDINANCES, ENTITLED “ZONING” TO DEFINE AND PROVIDE REQUIREMENTS RELATED TO THE INSTALLATION OF TEMPORARY CONSTRUCTION FENCES; AMENDING SECTION 94-14 WITHIN CHAPTER 94 OF THE NORTH LAUDERDALE CODE OF ORDINANCES ENTITLED “SIGNS” TO PROVIDE FOR CONSTRUCTION SIGNS ON TEMPORARY CONSTRUCTION FENCES; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

Tammy Reed-Holguin, Community Development Director, presented the item based on backup memorandum. She indicated that this is being brought back for second reading and final consideration. Ms. Reed-Holguin stated that many other cities allow contractors to put up chain link fencing around construction sites which also has screening which blocks the view from the public while construction is ongoing, and also provides a venue to notify passersby as to what is being constructed. She indicated that up to now, our Code does not allow those types of signs; therefore it is being proposed to amend the Code to allow fences to have this screening instead of the wooden real estate signs that are much smaller. Ms. Reed-Holguin showed a PowerPoint example of the signs they are proposing to allow. The Commission approved this ordinance on first reading on January 16, 2018, to make amendments on both sections of the Code as indicated in the title and backup. **Public discussion opened. No one spoke. Commissioner Graiose moved to approve. Seconded by Commissioner Wood. No Commission discussion; clerk called roll. All yes.**

ORDINANCE NO. 18-01-1365 PASSED AND APPROVED UNANIMOUSLY

- b. Ordinance – Second Reading - Amendment to Chapter 6 “Amusements and Entertainments” of the City’s Code of Ordinances**

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

AN ORDINANCE OF THE CITY OF NORTH LAUDERDALE, FLORIDA, AMENDING ARTICLE III “GAME MACHINES AND BILLARDS” SECTIONS 6-58 AND 6-59 WITHIN CHAPTER 6 “AMUSEMENTS AND ENTERTAINMENTS” OF THE NORTH

LAUDERDALE CODE OF ORDINANCES, TO DEFINE AND PROVIDE REQUIREMENTS RELATED TO AMUSEMENT CENTERS PRIMARILY FAMILY-ORIENTED; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

Tammy Reed-Holguin, Community Development Director, presented the item based on backup memorandum. She indicated that this item is presented for consideration on second reading. In 2007 the Code was amended to address amusements and recreation enterprises indoor; billiard rooms and poolrooms which were reclassified as secondary uses and only allowed with a special exception use permit. There were very specific restrictions put on the number of machines and tables allowed in each business and the maximum floor area they could occupy. Ms. Reed-Holguin said the Ordinance was very effective in alleviating the undesirable situations that were occurring in businesses that catered to adult activity; however, staff has found that the Code's intention has an over-reaching and unintentional effect on businesses that are mostly family oriented and do not historically create the same issues. The proposed Ordinance will amend the code to facilitate the attraction and opening of businesses that cater to families and provide amusements that are focused on entertainment of children and young people. The City Commission approved this Ordinance on first reading on January 16, 2018, by a vote of 4-1. Tonight staff is seeking approval on second reading. **Public discussion opened. No one spoke. Mayor Brady moved to adopt. Seconded by Commissioner Graziore. No Commission discussion; clerk called roll. All yes.**

ORDINANCE NO. 18-01-1366 PASSED AND APPROVED

8. CONSENT AGENDA

No items were removed from consent. Mayor Brady moved to read. Seconded by Commissioner Wood. Attorney read:

a. RESOLUTION – FEMA Pre-Approval for Disaster Debris Removal from Private Roads

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF NORTH LAUDERDALE, FLORIDA, URGING THE FEDERALEMERGENCY MANAGEMENT AGENCY ("FEMA") TO CHANGE FEMA'S POLICY REQUIRING PRE-APPROVAL FOR DISASTER DEBRIS REMOVAL FROM PRIVATE ROADS AND TREAT DISASTER DEBRIS REMOVAL FROM PRIVATE ROADS IN RESIDENTIAL COMMUNITIES IN THE SAME MANNER AS PUBLIC ROADS FOR THE PURPOSE OF FEMA REIMBURSEMENT FOR DISASTER DEBRIS REMOVAL COSTS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

RESOLUTION NO. 18-01-6480

b. RESOLUTION – Re-Appoint Bonnie O’Leary to the Community Sustainability Board

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF NORTH LAUDERDALE, FLORIDA, PROVIDING FOR THE RE-APPOINTMENT OF BONNIE O’LEARY (SPONSORED BY COMMISSIONER GRAZIOSE) TO SERVE ON THE COMMUNITY SUSTAINABILITY BOARD; PROVIDING FOR TERM OF OFFICE AND PROVIDING AN EFFECTIVE DATE.

RESOLUTION NO. 18-01-6481

c. RESOLUTION – Re-Appoint Stephen Cook to the Community Sustainability Board

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF NORTH LAUDERDALE, FLORIDA, PROVIDING FOR THE RE-APPOINTMENT OF STEPHEN COOK (SPONSORED BY MAYOR BRADY) TO SERVE ON THE COMMUNITY SUSTAINABILITY BOARD; PROVIDING FOR TERM OF OFFICE AND PROVIDING AN EFFECTIVE DATE

RESOLUTION NO. 18-01-6482

d. RESOLUTION – Appoint Ann Marie Reid to the Community Sustainability Board

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF NORTH LAUDERDALE, FLORIDA, PROVIDING FOR THE APPOINTMENT OF ANN MARIE REID (SPONSORED BY VICE MAYOR RICH MOYLE) TO SERVE ON THE COMMUNITY SUSTAINABILITY BOARD; PROVIDING FOR TERM OF OFFICE AND PROVIDING AN EFFECTIVE DATE.

RESOLUTION NO. 18-01-6483

Commissioner Wood moved to approve the consent agenda as read. Seconded by Mayor Brady. Clerk called roll; CONSENT AGENDA APPROVED UNANIMOUSLY.

9. OTHER BUSINESS

a. RESOLUTION - Signatories on Investments of Certificates of Deposits (CDs) at Qualified Public Depositories (QPDs)

Commissioner Wood moved to read. Seconded by Mayor Brady.
Attorney read:

A RESOLUTION OF THE CITY OF NORTH LAUDERDALE, FLORIDA AUTHORIZING THE CREATION OF THE LIST OF SIGNERS FOR ALL ACCOUNTS WITH FINANCIAL INSTITUTIONS WHERE CERTIFICATE OF DEPOSITS ARE PURCHASED; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

Susan Nabors, Finance Director, presented the item based on backup memorandum. She indicated that the resolution seeks the creation of a list of signatories to sign for CDs based on parameters set forth in the City's financial management and following State statute. Currently the City is not invested in CDs, but in order to diversify the portfolio and achieve better interest rates, purchasing of some CDs is recommended. Ms. Nabors indicated that quotes will be solicited from qualified public depositories. The resolution would authorize five personnel to sign signature cards to be authorized to approve transactions and a minimum of two of those signatures would be required to expend funds to make investments. **Mayor Brady moved to adopt. Seconded by Commissioner Wood.** Commissioner Wood asked for clarification of the names on the list. Ms. Nabors replied that these same signers are authorized on other City accounts. Vice Mayor Moyle asked what the current rates are for Certificates of Deposit (CDs). Ms. Nabors replied that CDs can be purchased for various terms depending on your needs and she intends to buy CDs at different times so that they mature at different times. The rates vary from 1.5% to 1.75% right now which is almost 1% more than the .35% that is currently the percentage on the City's bank accounts. **No further discussion; Clerk called roll. All YES.**

RESOLUTION NO. 18-01-6484 PASSED AND APPROVED UNANIMOUSLY

b. RESOLUTION - Phase II – Field Light Project at Jack Brady Sports Complex

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

A RESOLUTION OF THE CITY OF NORTH LAUDERDALE AUTHORIZING THE EXPENDITURE OF \$930,000.00 TO MUSCO LIGHTING UTILIZING THE CLAY COUNTY, FLORIDA BID #13/14-8, FOR PHASE II OF THE FIELD AND COURT LIGHTS REPLACEMENT PROJECT AT THE JACK BRADY SPORTS COMPLEX; AND PROVIDING FOR AN EFFECTIVE DATE.

Mike Sargis, Parks and Recreation Director, presented the item based on backup memorandum. He indicated that the first phase of the light replacement project began last year with lights being replaced at Highland Park; Pompano Park basketball courts and the tennis and racquet ball courts at Landings Park. Tonight's item is for lights to be changed out at the Sports Complex which has not been done since it opened in 1981. These lights do not meet the current wind loads and finding replacement parts has been challenging because of their age. Replacing the lights at the Sports Complex would complete the change throughout the City. Mr. Sargis reported that Musco is the leader in the sports light industry and their LED lighting has a feature where you can dial back the power to save energy and money. Utilizing the Clay County bid, the cost will be \$925,000, and the extra \$5,000 will cover any permit fees not waived by the City. Mr. Sargis

stated that this is a large amount of money, but currently, if we were to lose a bank of lights, the turnaround time to get that many poles and complete a repair could take up to six months which would interfere with sports seasons. The lighting currently is well over 40 years old and has reached its life expectancy and staff is seeking Commission's approval for the expenditure to Musco for installing the steel poles; LED lighting; an all new electrical system and security lighting. This will come with a 25 year warranty. **Commissioner Wood moved to adopt. Seconded by Commissioner Borgelin.** Commissioner Wood asked how this project will impede the use of the fields once begun. Mr. Sargis replied that the work is scheduled to begin during the summer months when indoor basketball is the only sport running. Commissioner Borgelin asked for clarification of the 25 year warranty and what lights it pertains to. Mr. Sargis replied that the warranty will be in effect for Highland Park's fields and parking lights; the tennis court lights, the racquetball courts and parking lot at Landings Park; and the Pompano Park basketball court lights. At Pompano Park and Broadview Park, the field lights are already covered under an existing Musco warranty that the County had. **No further discussion; Clerk called roll. All YES.**

RESOLUTION NO. 18-01-6485 PASSED AND APPROVED UNANIMOUSLY

c. RESOLUTION - New Youth Football and Cheerleading Program

Mayor Brady moved to read. Seconded by Commissioner Wood .
Attorney read:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF NORTH LAUDERDALE, FLORIDA, AUTHORIZING THE NORTH LAUDERDALE PANTHERS YOUTH FOOTBALL AND CHEERLEADING PROGRAM TO BE THE OFFICIAL YOUTH FOOTBALL/CHEERLEADING PROGRAM IN THE CITY OF NORTH LAUDERDALE; PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE.

Mike Sargis, Parks and Recreation Director, presented the item based on backup memorandum. Mr. Sargis stated that this is a proposed new football program coming into the City. The previously existing program, the Northwest Broward Raiders, was in the City for about 40 years, originally started as a tri-city program, which became a bi-city league when Coconut Creek dropped out. Mr. Sargis gave some previous history of the program that happened about eight years ago concerning issues that occurred with that program and the South Florida Football League. At that time Margate had provided game fields and North Lauderdale provided practice fields. Because of issues like alcohol and drug use at Oriole field; people parking on residential lawns and driveways and trashing the lawns after games, Margate finally ended their use of the fields. North Lauderdale then provided home fields for about six years, but the last few years the Northwest Raiders were not able to maintain the 80% residency requirement and weren't successful in payment of the required fees, and wore out their welcome at North Lauderdale Elementary field. So in 2017, the League notified the City that there would no longer be a flag or tackle football league in existence. The North Lauderdale Panthers group approached the City back in November about starting a program in the City. Mr. Sargis stated that they have gone over the guidelines of what it would take to get a permit. He stated that years ago youth sports

programs were run by private groups, and over time, when they were unsuccessful, the City took over. The City runs youth sports programs, with the exception of football. Mr. Sargis stated that the group needs to submit all the necessary paperwork if they are a not for profit organization, as well as any By-Laws and per City Code, the President, Vice-President, and members of the Board need to be North Lauderdale residents. Also, the League will be required to submit all certificates of insurances to the City for property damages or medical injuries. Further, the League would have to submit national background checks on all Board members, head coaches, assistant coaches, team moms and/or team dads each year at their expense; the City has a very detailed background policy for certain criteria for crimes and/or arrests before they would be eligible to coach. North Lauderdale Elementary field would be provided, although it has two active owl burrows and the league would have to work around them and have no tampering with the owls and their burrows. Parking would only be allowed at the front parking lot unless the Principal would allow the use of the back lot. Mr. Sargis said the City would maintain the field and the lights; line fields for practices and provide restrooms. The City will provide assistance with advertising the program through various measures. The City will not provide any financial assistance and sponsors would have to be found outside the City. There is no equipment left from the previous league that could be used by the new league. Mr. Saris said if the Commission wants to move forward with this per the Code, then the Commission would need to authorize this group as the sole provider for Youth Football in the City. City Manager Bhatti interjected that if the Commission would make a motion, she suggests it include all the items mentioned by Mr. Sargis and stated in the backup memorandum, as well as submission of all the necessary paperwork. Mr. Sargis introduced the League President, Standley Louis, who addressed the Commission. Mr. Louis introduced his Vice President, Jennifer Placid (sp). He indicated that he lives in North Lauderdale and has gone to all North Lauderdale Schools. He spoke about sports being a way to keep kids out of trouble and give them a road to lead to success and that his goal is to give back to the community that he was raised in. Mr. Louis stated he wants to provide a platform where the youth can be great. Ms. Placid addressed the Commission stating she hopes that they can see what they want to do in the community of North Lauderdale where there aren't that many programs for them. She said they are trying to bring back a program that was once here and taken away. Ms. Placid said the kids are the future and they are the City of Tomorrow and she is looking for the support of the Commission to take into consideration what they are trying to do. **Commissioner Wood made a motion to adopt with the conditions outlined by staff and included in the backup memorandum. Seconded by Commissioner Borgelin.** Commissioner Borgelin thanked the President and Vice President for coming back with this program to get some kids off the street. He also asked whether or not the players would be required to have a physical. Mr. Sargis replied that in order to play football, every child would have to have a physical completed before they could play. Commissioner Wood also thanked the President and Vice President for their vision and doing the hard work and said they have a tough road ahead with the fundraising that needs to take place, and said they will stand behind them the best they can as it is viable for the students and families in the City. Commissioner Wood asked Mr. Louis to expound on the league they will be joining and also the mentoring program that goes along with this. Mr. Louis replied that North Lauderdale Panthers will be sponsored by the SUNS program which is a mentorship program which along with football provides tutoring for reading and math for kids whose grades are dropping. He said if the kids are doing the sports, they will help them get the grades back up, because you need education to play sports no matter where you go and maintain a 2.0 GPA. The football and cheerleading program basically helps

out the kids. The league they will be joining is either Pop Warner or Florida Youth Football League (FYFL) who will get them going and get the kids on the right track to success. Mr. Louis said they will be partnering up with Coconut Creek who is willing to give them a home field. He also said that Ms. Williams the Principal of North Lauderdale K-8 supports them, as well as Margate Middle and Somerset to get the kids involved in the sport and the mentoring program. Mike Sargis interjected that with regard to the mentoring program, they have not provided them with any space for that program at this time, as the City's two indoor facilities are used for other programs run by the City; however, he has given contact information for the Boys and Girls Club. Commissioner Wood commented that they can reach out to Ms. Williams. Mr. Sargis reiterated that only with Ms. Williams's permission will they be able to use School Board property and obtain a permit and if there is any trouble, the permit will be taken away. Commissioner Borgelin asked what is the age group of the players; how are you reaching out to them and the public for support as the games will be out of the City. Mr. Louis replied that they have gone to all the schools and talked to the Principals and they are passing out flyers to the students to bring home to the parents. They are looking to register 200-280 kids, or 35 kids per each of the 8 pound groups. Mr. Louis said with regard to transportation it will be up to the parents and they are keeping the games as close as possible to their school districts or within a five mile radius of North Lauderdale and Margate. Commissioner Borgelin asked how many North Lauderdale kids will register. Ms. Placid said they don't know yet, but that there has been a lot of excitement generated at a pep rally as a school and interest and they even got a commitment from the Galaxy Skating rink to hold the registration there at that facility. Mr. Sargis clarified that per City Code, 80% of the players need to be North Lauderdale residents; although the first year they may not necessarily hold to that 80% rule as it may be difficult to attract that many, but by the 2nd or 3rd year at the latest, it will need to be 80% residents. The old program was only able to retain about 54% residents. Mr. Sargis said they have their work cut out for them, but something is going out in the next newsletter to get the word out to advertise the program. Vice Mayor Moyle asked what the age group is and Mr. Louis replied that the youngest is 5 years old and the oldest is 14 years old; by 14 they will be at high school level. Vice Mayor Moyle said he loves football, but voiced his concerns about the concussion aspect, especially with kids as young as 5 years old whose brain does not fully fill the skull, and the impact of being tackled. He commented about football players who are experiencing a lot of problems with the concussion aspect and a lot of them started very young. He stated that it is recommended that there is no tackling during practices and even the pros are starting to do this and asked if this would be employed [in this league]. Mr. Louis replied that each coach must attend three coaching clinics which will cover concussions and dehydration. He said also, with regard to helmets, they are partnering up with Riddell which is big in NFL, and that is basically the new equipment will be used to prevent concussions. Mr. Louis said he has done the research, as equipment plays a big part. Commissioner Wood asked how big the 5 year old group is. Mr. Louis replied about 20-25 kids and this is a development stage which teaches the fundamentals of football and for fun; they really don't do much tackle. Commissioner Wood asked about flag football for girls. Mr. Louis said they will consider that once the program is up and running. Mr. Sargis reported that through the NRPA [National Recreation and Parks Association] he received notice that the Illinois legislature is looking to ban youth tackle football for all ages under 13.

Mr. Sargis further reported that the NFL issued a report recently by private doctors that concussions aren't necessarily the cause of brain damage anymore, but that it is the continued violence of the game. **No further discussion; clerk called roll. All YES.**

RESOLUTION NO. 18-01-6486 PASSED AND APPROVED UNANIMOUSLY

WALK-ON ITEM: City Manager Bhatti indicated that this walk-on item is an amendment to a previously approved Sign Waiver. Clerk provided a copy of the backup memorandum.

City Attorney presented the item and requested a Motion to Add to the Agenda. Commissioner Wood made the motion; seconded by Mayor Brady.

**SUBJECT: Request to Amend Sign Waiver SWAV 17-01
Walmart Monument Signs - 7900 W. McNab Rd.
To allow Dark Blue Background where Turkish Coffee was previously Approved**

APPLICANT: Oscar Rodriguez, Arena Capital Holdings, LLC

Tammy Reed-Holguin, Community Development Director, stated that the Commission previously approved a sign waiver for the two monument signs located at the east and west entry of the Walmart to increase the size of the signage. The monument sign is quite large and visible. The attachment provided when that sign waiver for the larger size came before the Commission, showed the background color behind "Walmart" was to remain Turkish coffee, which was approved when the Walmart was originally built and was part of the development agreement and site plan approval. Later the applicant brought in a rendering for a sign waiver that showed the background as blue behind the "Walmart", which was not consistent with what was approved by the City Commission. Staff advised that they could not approve the blue background, which Walmart was adamant about using, but their sign had already been constructed. A final inspection for the sign has not been approved as it does not match what was included with the permit application. Ms. Reed-Holguin stated she received an email and had a conversation with Mr. Draper from the Walmart Corporation expressing their strong desire to change the color to blue as their corporate store colors on the sign, and this request is before the Commission tonight. Attorney Dwayne Dickerson, present on behalf of the Applicant, addressed the Commission. He indicated that he represents Arena Shoppes, LLC, one of the co-developers of the site along with Walmart. They did provide the City with the letter of authorization from Walmart authorizing Arena to speak on their behalf with respect to this monument sign approval. Attorney Dickerson commented that the graphics shows the location of the identical two monument signs and the original color of Turkish coffee. He stated that back in 2009 or 2011, at the time the original development agreement was signed, there was a vision for this area of a town center and that the vision and the market has since changed. Attorney Dickerson said since then online retailers, such as Amazon, is being used so that the brick and mortar retailers are having a difficult time so their corporate logo, branding and coloring becomes that much more important to compete. He indicated that this request is for Walmart's branded corporate color of blue as well as their trademark signage and logo, and noted that the Turkish coffee color is still banded above the blue on the logo, and incorporated throughout the shopping center. Also, he stated that the sign is high quality and does incorporate the colors and features of the majority of

the signs in the shopping center. Attorney Dickerson noted that throughout the City, other monument signs feature the backgrounds and colors of the corporate brands of the retailer, such as the Ross, the KFC, the Dollar Tree and the Youfit. He said if Walmart was not permitted to use their corporate coloring and background, they would be at a competitive disadvantage and be treated differently than all of the other retailers in the City, and would hope that would not be the case. He reiterated the point that this request came from the top, Don Draper, the Director of Real Estate for Walmart, who is based in the headquarters in Bentonville, Arkansas, and also their project manager, Lynn Beaver, who is responsible for signage throughout the country. Attorney Dickerson stated that this is very important to Walmart and hopes the City would support their request to use their corporate coloring and logos. Mayor Brady commented that he sees nothing wrong with this rendering; Walmart has been such a great sponsor of the City and they should have the right to have their stamp on their product, just like KFC and others. Mayor Brady said it's a beautiful eye catching sign and should be fine. **Commissioner Grazioplene made a motion to approve. Seconded by Mayor Brady.** City Manager reiterated that we want to be a good partner with Walmart and stand behind this, but she commented that on another unrelated issue, she would like the cooperation of Walmart coming from their original site plan approval regarding street lights; Belmont landscaping maintenance code violations and payment of the driveway at the Belmont. Attorney Dickerson echoed that these are two separate issues, but as a co-developer with Arena, they do have a direct communication with Walmart and he feels they can get them to come to the table collectively to address some of those issues. City Attorney Goren interjected that based on Attorney Dickerson's representation of one of the co-developers, he is making a commitment on behalf of the co-partner entity to do the things described by the City Manager with regard to Walmart, Belmont and outstanding code issues. However, he stated that Commission's approval is not connected with that commitment which was put on record by Counsel. Mr. Dickerson said correct, they cannot commit for Walmart, but can commit to work together as a co-developer on the item. Commissioner Wood questioned if Walmart already put up the changed sign. Mr. Dickerson stated that the color they are requesting, that is in the field today, is consistent with the Code which does not regulate sign color and content with respect to a corporation using their corporate branding, logos and trademark. He said that is not an issue, but when it came before the Commission originally both in the site plan and specifically in the waiver process, they did show a specific color, which now they are requesting be changed to their corporate branding. The sign is up, but permitting has not been approved, unless approval is received for the amendment from the Commission this evening. **Commissioner Wood expressed that he doesn't want to stand in the way of a sign, but suggested tabling the item until City Manager resolved some of the outstanding issues between Walmart and Belmont. Vice Mayor Moyle asked if that was a motion. Commissioner Wood replied yes.** Attorney Dickerson asked to respond to that. Attorney Goren interjected that motions are not debatable. Mr. Dickerson stated that tabling this item now would put Arena in a detrimental position because of the deliverables as they are responsible for the monument sign. He said there are two sides to the story and he would like Walmart to come to the table and express their side so we can work together to address the current concerns. Mr. Dickerson said his client [Arena] will do their part to collectively address the issues, but to delay this would put them in a difficult position. City Attorney Goren advised that the next meeting is February 13 and if the motion would be to a time certain it would give the applicant a target date. Commissioner Wood asked what would the ripple effect be to delay this to the next meeting. Mr. Dickerson deferred to Sebastian Roiter, Arena Capital, 2150 Coral Way, to respond, who said unfortunately, they do

have commitments to national tenants, including some of the restaurants that the Commission has been wanting to bring in and tenants would be unable to open stores and their leases could not terminate. **Commissioner Wood withdrew his motion to table so that it would not impede Arena's business, and other tenants coming in.** However, Commissioner Wood stated that the commitment to the City Manager needs to be met. Attorney Goren commented that if the motion and the second were withdrawn, then they may want to have a cure plan brought back by the applicant at the next meeting in two weeks. Mayor Brady asked if we are voting to approve the sign or not approve the sign. Attorney Goren replied that the maker of the motion has withdrawn the motion, and the second has agreed so the motion on the table is to approve the request, but has suggested that Commissioner Wood could make a supplemental motion which includes a cure plan by the speaker and the applicant to report back by the 13th of February as to the progress of all items. **At this point, the main motion to approve the applicant's request was still on the table; there being the motion by Commissioner Graziose and second by Mayor Brady on the original motion.** Commissioner Graziose commented that at the last meeting, the other developer brought up his part of the landscaping of the wall, and when the item was approved there was an amendment that [the developer for the car wash], not Mr. Dickerson, would include an agreement with the Belmont that they will now be responsible for maintaining the landscaping in that area, as it will not be Walmart's property, since it was purchased. Commissioner Graziose said they are looking at the decorative light issue and they will be getting with Walmart on their partial funding agreement prior to constructing the building. He said the sign is separate, he has seen the sign and it looks great. Graziose stated he wanted the Commission to know that he, the Belmont and City staff has been working on all this issues for over a year, and now that it is not one person, we will have to work with all the groups there. He said Brenda at Belmont has been kept up to date and he thanked her for coming tonight, and the City Manager for expressing their concerns. Tammy Reed-Holguin just clarified with Mr. Dickerson and shared with the Commission that Spin Car Wash who came before the Commission last week, will lease the property that has been purchased by Arena. So Mr. Dickerson and Mr. Roiter can speak to the maintenance of the property as they have heard that it will be a condition of the site plan approval when that comes back in two weeks. Commissioner Graziose wanted to clarify that the car wash property will be owned by Arena. Mr. Dickerson replied that Arena is the contract purchaser; Walmart currently owns the property, but Arena will move forward to purchase it and then lease it to the car wash as a long term tenant. He said between now and February 13th they will figure out who will be responsible for the landscaping on both sides of the wall; he believes it may be Walmart under the Easements, Covenants and Restrictions document that governs who maintains the property; but they will work collectively to make sure that the Belmont is not negatively impacted by the function of the site. Commissioner Graziose reiterated that he agrees as long as there is a written agreement as part of the solution. Mr. Dickerson stated they will figure that out prior to the final site plan approval for the car wash. **No further discussion; Clerk called the question. All YES. Motion to approve an amendment to the sign waiver to replace the originally approved rendering with the rendering that incorporates the dark blue background.**

Attorney Goren stated that Commissioner Wood had made a supplemental motion to the main motion which was a request that the applicant and its legal counsel report back to the City Commission on February 13th with a cure plan including all items regarding Walmart. The Belmont and code issues, and including any sub-set items and this motion was

seconded by Commissioner Borgelin. Attorney Dickerson stated with the caveat that they will report back with their communication efforts to bring Walmart to the table and Arena will continue to work on trying to schedule those meetings with the City Manager. **No further discussion; Clerk called the question.** Mayor Brady voted yes with a caveat that he recalled that Walmart in the past had offered to pay \$45,000 to Belmont and that it should be brought back to the table. **All YES. Motion passed unanimously.**

10. REPORTS

a. Hurricane Irma Financial Report

Susan Nabors, Finance Director, provided an update of where we stand after Hurricane Irma. Over the past 5 months since the event, Staff has undertaken a lot of work with debris removal and repairs being completed throughout the City. There is a pending repair for a dug-out roof that was damaged at the Sports Complex. Also, some work is being done at the staging site at Pompano Park with regard to sod and irrigation damage to bring it back to pre-storm condition. Canal debris removal will be starting shortly. A report was submitted to FEMA identifying all damages and costs for repairs, debris removal and emergency protective work prior, during and after the storm. The total cost submitted to FEMA was approximately 4.5 million dollars. The City has about 2.45 million in reserves set aside in the general fund for disasters. Ms. Nabors reported a breakdown of what costs were incurred in different areas, including overtime and administrative expenses and what is eligible for funding from FEMA, although they will not reimburse 100% for some of the costs, but overtime and administrative costs will be reimbursed at 100%. The various repairs throughout the City amounted to about \$275,000 and some of that was submitted to Insurance. Canal debris cleanup is estimated to be about 2 million dollars and this falls under the Water Control District. There about are about 20 canals and approximately 200 trees down due to the storm. There are no federal appropriations for this and Ms. Nabors said we may have to consider how this will affect the budget process in the spring with regard to the Water Control District assessment. She indicated that it will take a while before the City sees any funding, as they are still waiting for funding from Matthew. Ms. Nabors thanked all staff involved in the cleanup and in helping get the paperwork in for FEMA and other organizations.

b. Public Information/Parks and Recreation Update

Mike Sargis, Parks and Recreation Director, reported that with regard to the call-out system, from January through December of last year, 3.4 million calls have gone out to residents for various events and public information warnings, etc. The cost is about \$9,000 for this system. A new caller ID has been set up for City employees and Commission only. North Lauderdale has submitted information to the Broward League of Cities to be included in their marketing brochure which will cover each Broward City. Garbage routes will be changing throughout the City beginning March 1st. Information is being provided throughout the City to notify the residents by call posts; a brochure that will go out in three languages; and a couple of public meetings planned for February 6th at Champions Hall and February 20th at City Hall Commission Chambers. Mr. Sargis also reported that although the City of Lauderdale Lakes was mentioned in the newspaper, appearing to have been the first to submit a letter to the President regarding his insult to countries, our City Commission had already sent it first; this letter will be featured in the

upcoming Newsletter so that our residents know that discrimination for any reason is not acceptable. The City is working with the School Principals to help advertise their programs, such as the Black History Month activity that North Lauderdale Elementary is holding currently advertised on the marquee. Also, one page of the Newsletter, "Did You Know", will be dedicated to listing social service information such as bus transportation; senior services; vocational school and technical school opportunities in Broward County; also stories regarding how high school students can get volunteer hours and a story about the adult high school program through the School Board. Commissioner Borgelin asked if the call post can be used to inform residents of City Commission meetings. Mr. Sargis said yes if it is the will of the Commission; City Manager Bhatti said meetings are advertised on the marquee sign; the newsletter; the website calendar and Public Notice posted at City Hall. Commissioner Borgelin asked about budget hearings, to which City Manager replied that by law and specific requirements of the State, budget meetings are also noticed in newspaper advertising. She replied that they can give a robo call at the beginning of the month at the direction of the Commission. Commissioner Borgelin suggested the call go out the day before a meeting. Commissioner Wood commented that people complain when they are getting too many calls, but staff does a good job in pacing them and Mr. Sargis can advise what is feasible, and maybe some calls can be combined at the beginning of the month to highlight events. He also said that many people have not even signed up for the alerts, and the City is doing a good job trying to inform people. City Manager reiterated that we get calls on a daily basis asking to be taken off the call list because they are fed up with too many calls. Mr. Sargis stated he will provide the Commission with a report generated after calls; there are about 14,000 people on the list, and the report shows the live answered calls; the answering machine calls and the hang-ups which are about 40% of all the calls. Commissioner Graziose suggested including a calendar in the Newsletter showing the City Commission meetings during the year. Vice Mayor Moyle commented that the call system is most effective for a missing child, a missing senior or emergency information such as bad water [alerts]; you will run the system into the ground if you use it for everything as there are other aspects for City public information like the newsletter and the marquee. Vice Mayor Moyle stated that honestly, it is also up to the residents to find out when the Commission meetings are and it is not very difficult to remember the second Tuesday and the last Tuesday of every month at 6:00 pm. Mr. Sargis reported that 500,000 program flyers go out throughout the year for every event as well. City Manager Bhatti also commented that the TV channel which was down for a while is getting upgrades and will be updated soon.

11. COMMISSION COMMENTS

a. Request for Ceremonial Items

Commissioner Graziose – Thanked Mr. Sargis for preparing the information for the Broward League brochure. Also, he submitted the backup memorandum and request for certificates of appreciation to be presented to North Lauderdale K-8 Principal and Guest Speaker Levi G. Williams at the February 27th City Commission meeting to acknowledge their participation in the Martin Luther King, Jr. ceremony. **Commissioner Wood made a motion to implement the request for this recognition. Seconded by Mayor Brady. All in favor.**

Commissioner Wood: Reminded everyone of the Sunshine Games Dominos Tournament for Seniors being hosted by North Lauderdale this coming Saturday, February 3rd starting with breakfast at 9:00 am, Dominos at 11:00, at Somerset Prep Academy. He commented that he is a member of the Youth Leadership Scholarship Committee for the Broward League of Cities and they met and are currently reviewing essays to come up with winners and recipients of the scholarship; North Lauderdale contributes toward the scholarship fund. He also commented that City Manager sent a letter of appreciation to the School Board on behalf of the Commission to thank them for supporting the funding for the School Resource Officers.

Commissioner Borgelin: Commented that there is a \$625 grand prize given for the Dominos Tournament. He said the tournament last year was well attended and he is glad it is hosted in North Lauderdale and it is a great activity; registration is \$20. Also, thanked everyone for their recent condolences and Mr. Bhatti for attending the service for his mother who passed. Further, he mentioned receiving an award for community leadership this past weekend in North Miami at a retreat for an organization of Haitian American elected officials. Commissioner Borgelin thanked Mayor Brady for his support in sending the strong and well-written letter to the President regarding his comments which affected a lot of people, and especially the young children. Also commented again about the bumps on Kimberly Boulevard, as well as the speeding. He also stated that with regard to the item brought up by Vice Mayor Moyle at the beginning of the meeting, that he felt that he should be able to ask questions to clarify and make sure that the public understands what is happening here. He commented that he felt personally attacked at the last meeting. Vice Mayor Moyle explained that when an item is tabled the Commission cannot discuss it until the person who tabled it brings it back. He also asked Commissioner Borgelin if he was able to speak tonight and to ask questions, then suggested that Commissioner Borgelin read the Charter and Roberts Rules of Order to better understand. He commented that people have tried to help him and it is not the case that he is being mistreated. Commissioner Borgelin asked for patience while he is learning the process and doesn't want to be taken wrong when he is asking questions. Commissioner Wood reiterated that Roberts Rules is the basics for any civil gathering which keeps a meeting orderly so that it does not reach a level of conflict on the dais; no one should be made to feel inadequate or insufficient on the dais and he does not feel that anyone has ever been treated rudely. He apologized on behalf of the Commission and stated that this is not how it normally works, but on the agenda there is an outline for opportunity for public discussion and Commission discussion and if anyone has a comment they are able to do so at the time. He stated that Vice Mayor Moyle is keeping the meetings orderly and productive. Commissioner Moyle said he apologized for his comments that were taken incorrectly.

12. CITY MANAGER COMMENTS

- a. City Manager reported that Pompano Park is being cleared and will be ready for the Broadview Pompano Park Community Bazaar – March 10, 2018 – 2:00 pm to 9:00 pm**
- b. Reminder that ADRC Valentine Luncheon – Friday, February 9th at 11:00 am and to rsvp to City Clerk**

Ms. Bhatta stated she appreciated Commissioner Borgelin's comments about the letter to President Trump and thanked City Attorney's office for assisting in the drafting of that letter.

13. CITY ATTORNEY COMMENTS

Attorney Goren reported that he will be submitting an emailed report of the pending bills that are making major traction this week. Vice Mayor Moyle mentioned that Representative Chris Smith should be thanked for his bill regarding home rule transparency. City Manager Bhatta mentioned that she copied the Commission on an email that she sent to the Committee in Tallahassee to support Representative Smith on that bill.

14. ADJOURNMENT – There being no further business, the meeting adjourned at 9:30 pm.

Respectfully submitted,

Patricia Vancheri, City Clerk

**INTERDEPARTMENTAL
MEMORANDUM**

TO: Mayor and City Commission

FROM: Ambreen Bhatti, City Manager

BY: Susan Nabors, Finance Director
Glenn Scott, Investment Advisor – Morgan Stanley

DATE: February 13, 2018

SUBJECT: Investment Report – December 2017

The City's Investment Policy, adopted by Commission on May 12, 2015, sets the objectives and parameters for the management of public funds of the City of North Lauderdale. The policy provides that the Finance Director shall provide the City Commission an investment report at least annually. However, the City Manager and Finance Director agree more frequent updates on the city's portfolio by the city's financial advisor are beneficial to the Commission.

A summary of the portfolio for December 31, 2017 is provided below and the detailed portfolio report is attached.

**CITY OF NORTH LAUDERDALE
PORTFOLIO SUMMARY
December 31, 2017**

Portfolio Goals (in order of priority) 1: Safety 2: Liquidity 3: Yield				
Investment	Amount in Portfolio	Current Return	Weighted Average Maturity	% of Portfolio
<u>Short Term</u>				
Suntrust Bank Checking Accounts	\$ 1,379,244	0.12%	1	1.3%
TD Bank Checking Accounts	44,674,674	0.39%	1	43.6%
Florida Prime (SBA)	3,432,124	1.57%	45	3.4%
Morgan Stanley - MMF	398,975	0.79%	39	0.4%
Morgan Stanley - Investments	18,710,183	1.14%	149	18.3%
Total Short Term	\$ 68,595,201			
<u>Long Term</u>				
Morgan Stanley - Investments	\$ 33,815,243	1.46%	764	33.0%
Total Long Term	\$ 33,815,243			
Total Portfolio	\$ 102,410,444	0.92%	282	100.0%

Investment Portfolio Weighted Yield, Risks & Characteristics:

The combined portfolio had an amortized book value on December 31, 2017 of \$102,410,444. Of the combined portfolio, 48.7% was held in “cash & cash equivalents” as bank depository accounts, money market funds and government investment pools with same day liquidity. The remaining 51.3% is invested in term securities which are divided into short-term and long-term.

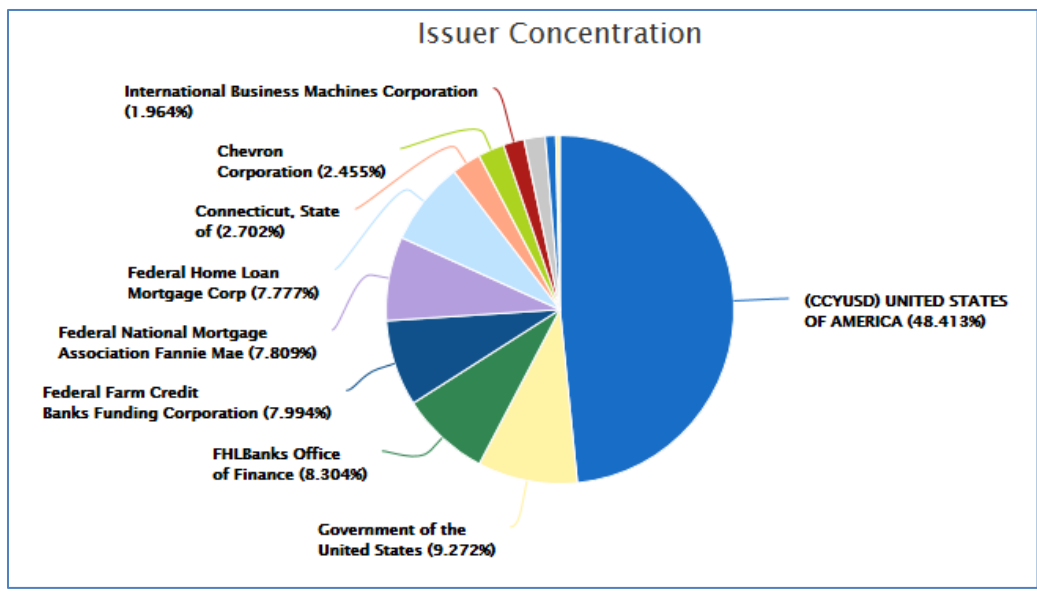
The marked-to-market value of the City’s combined portfolio on December 31, 2017 was \$102,215,674. During periods of rising interest rates, term portfolios may show unrealized capital losses just as they may show unrealized capital gains during periods of time with declining interest rates. The City does not invest for speculation but seeks to match maturities to expected cash needs and generally holds securities to maturity. By doing so, the likelihood of realizing capital losses is mitigated.

The book value yield on the combined portfolio was 0.91%. The yield on cash & cash equivalents was 0.47%, while the yields on the short-term and long-term portfolios were 1.14% and 1.46% respectively.

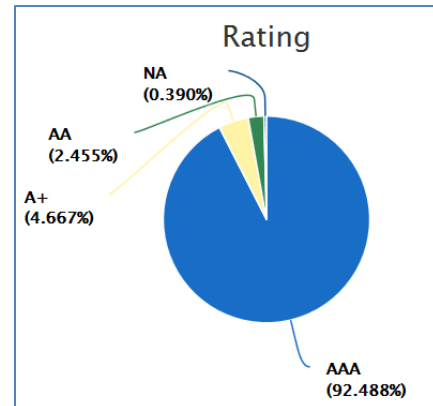
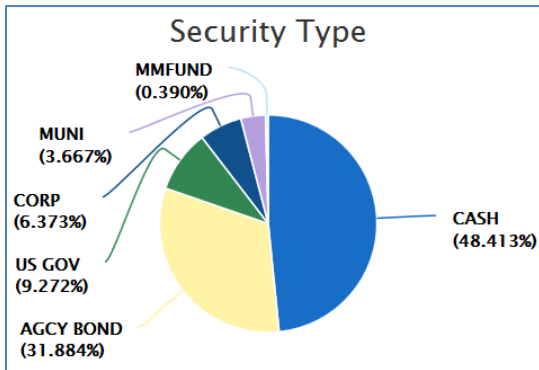
The combined portfolio had a weighted average maturity (WAM) on December 31, 2017 of 282 days. WAM is an indicator of overall interest rate risk assumed by the City; meaning that the greater the WAM, the greater the sensitivity of the market valuation of the City’s portfolio to changes in interest rates.

The City is exposed to very low amounts of credit risk. The City’s deposits in Florida banks in amounts greater than FDIC insured levels are further collateralized under the State of Florida’s Qualified Public Depository (QPD) system. The banks themselves carry underlying long-term credit ratings of AA- and A- from S&P. The Florida Prime government investment pool is rated AAAM by S&P. The City’s term portfolios managed by Morgan Stanley are invested mostly in U.S. Treasury and Agency securities which are rated AA+ by S&P and AAA by Moody’s and Fitch. There are smaller allocations made to taxable municipal issuers and to corporate securities issued by Microsoft, Chevron, and IBM.

The following chart presents information of the percent the City has invested with each issuer at December 31, 2017.



The following charts reflect the percent of the portfolio holdings by security type and by rating at December 31, 2017.



Investment Environment:

The U.S. economy continues to expand in the late stages of the current economic cycle. The current cycle is atypical; having lasted longer but achieving lower growth rates, lower median wage increases, and less inflation than normal. The expansion has been extended by unconventional monetary and unsustainable fiscal stimulus policies.

In December 2015 the Federal Funds Rate was increased by .25%. A second 0.25% hike was made in December 2016. Three additional 0.25% hikes were conducted through 2017. The Federal Funds rate ended 2017 at 1.25-1.50%.

Going into 2018, Morgan Stanley expected the Federal Reserve to seek three additional 0.25% hikes in March, June and September; pausing when the Federal Funds rate reached 2.00-2.25% after the September 2018 hike. In February 2018, U.S and global equity markets experienced a significant correction. Futures markets still show an 89% probability of a March hike but due to market selloffs, only two hikes by September are now predicted.

Rising interest rates create the opportunity to earn additional income on the City's portfolio but can create unrealized losses in securities bought out in time. However, these longer term securities offer, at least initially, higher yields and protect against rising risks of recession and subsequently lower rates in the future.

Investment Strategy:

The Finance Director reviews the City's cash position and invests funds as cash flow and investment needs dictate. Surplus funds are invested in accordance with state statutes and the city investment policy. The City firstly seeks to protect principal and preserve liquidity by investing roughly half its portfolio in bank deposits, money market funds and overnight government pools. The term investments are managed separately by Morgan Stanley and while the term allocations are done to earn additional yield they are invested overall in very high credit quality and liquid securities. This allocation between term and cash portfolios is open to change depending on both fiscal and market considerations.

For the term portfolios, Morgan Stanley is overweighting U.S. government securities in a risk-off strategy as recessionary risk rise and spreads compensating investors for exposure to credit risks are viewed as inadequate.

In 2018, the Finance Director intends to reduce the amounts in the bank depository accounts and invest some of the funds in Certificates of Deposits (CDs) and increase funds in the local government investment pools.

Investment Activity:

Calendar Year 2017 Purchases:

Trade Date	Settle Date	Transaction Type	Current Units	Description	Coupon Rate	Final Maturity
01/10/2017	01/11/2017	Buy	2,000,000.00	FEDERAL HOME LOAN BANKS	1.750	12/14/2018
01/18/2017	01/19/2017	Buy	2,000,000.00	FEDERAL HOME LOAN BANKS	1.650	01/06/2020
01/25/2017	01/26/2017	Buy	2,000,000.00	UNITED STATES TREASURY	2.000	10/31/2021
02/03/2017	02/06/2017	Buy	1,000,000.00	FEDERAL HOME LOAN BANKS	1.750	07/30/2020
05/15/2017	05/16/2017	Buy	2,000,000.00	FEDERAL HOME LOAN BANKS	1.875	03/13/2020
06/07/2017	06/08/2017	Buy	2,000,000.00	FEDERAL HOME LOAN MORTGAGE CORP	1.500	12/26/2019
07/11/2017	07/12/2017	Buy	1,000,000.00	FEDERAL HOME LOAN BANKS	1.875	03/13/2020
07/25/2017	07/27/2017	Buy	1,000,000.00	FEDERAL HOME LOAN BANKS	1.750	06/12/2020
08/01/2017	08/02/2017	Buy	2,000,000.00	FEDERAL FARM CREDIT BANKS FUNDING CORP	1.740	11/25/2020
09/19/2017	09/20/2017	Buy	2,000,000.00	FEDERAL FARM CREDIT BANKS FUNDING CORP	1.550	01/10/2020
10/03/2017	10/30/2017	Buy	2,000,000.00	FEDERAL NATIONAL MORTGAGE ASSOCIATION	1.800	10/30/2020
10/12/2017	10/13/2017	Buy	1,000,000.00	UNITED STATES TREASURY	1.875	07/31/2022
12/15/2017	12/18/2017	Buy	2,000,000.00	UNITED STATES TREASURY	1.625	03/31/2019

Calendar Year 2017 Maturities and Calls:

Trade Date	Settle Date	Transaction Type	Current Units	Description	Coupon Rate	Final Maturity
01/31/2017	01/31/2017	Maturity	(1,000,000.00)	UNITED STATES TREASURY	0.875	01/31/2017
04/30/2017	04/30/2017	Maturity	(2,000,000.00)	UNITED STATES TREASURY	0.875	04/30/2017
05/12/2017	05/12/2017	Maturity	(2,000,000.00)	FEDERAL HOME LOAN MORTGAGE CORP	1.250	05/12/2017
08/01/2017	08/01/2017	Maturity	(2,000,000.00)	HAWAII ST	1.231	08/01/2017
09/20/2017	09/20/2017	Maturity	(2,000,000.00)	FEDERAL NATIONAL MORTGAGE ASSOCIATION	1.000	09/20/2017
09/29/2017	09/29/2017	Maturity	(1,000,000.00)	FREDDIE MAC	1.000	09/29/2017
10/04/2017	10/04/2017	Maturity	(1,800,000.00)	FEDERAL FARM CREDIT BANKS FUNDING CORP	1.230	10/04/2017
12/15/2017	12/15/2017	Maturity	(2,000,000.00)	UNITED STATES TREASURY	1.000	12/15/2017
07/06/2017	07/06/2017	Call Redemption	(2,000,000.00)	FEDERAL HOME LOAN BANKS	1.650	01/06/2020

During 4Q2017, the City had \$3.8 million in U.S. Treasury and Agency securities mature with coupons of 1.00% and 1.23%. These were replaced with \$5.0 million in purchased U.S. Treasury and Agency securities with coupons of 1.625%, 1.80% and 1.875%.

Investment News:

The DOW Industrial Average experienced a correction from the January 26, 2018 high of 26,616 to 23,860 at the writing of this report on February 8, 2018. The markets are highly unsettled and volatile and may experience further disruptions by the time of the Commission meeting on February 13, 2018.

In January, the U.S. surpassed Saudi Arabia in monthly oil production and began exporting light condensate blenders to the Middle East as a valued refining input. U.S. liquid petroleum production also exceeded the all-time monthly high for U.S. production set in 1970.

The U.S. passed a significant tax reform bill which reduced corporate and individual tax rates while eliminating many tax deductions. The bill is expected increase economic growth rates and increase fiscal deficits and the quantity of U.S. Treasury borrowings.

RECOMMENDATION:

The City Administration recommends Commission's review of the attached investment report for December 31, 2017.

GAAP Base Balance Sheet by Position

MSI- City of N. Lauderdale HH (78310)

Base Currency: USD As of 12/31/2017

Dated: 02/09/2018

Identifier	Description	Base Current Units	Security Type	Final Maturity	Base Book Value	Base Interest/ Dividend Due	Base Accrued Balance	Market Price	Base Market Value	Base Market Value + Accrued
166764AV2	CHEVRON CORP	2,500,000.00	CORP	03/02/2018	2,499,856.04	0.00	11,280.21	99.9330	2,498,325.00	2,509,605.21
20772JL42	CONNECTICUT ST	2,750,000.00	MUNI	08/01/2019	2,780,776.05	0.00	25,781.25	99.5090	2,736,497.50	2,762,278.75
3130AANA2	FEDERAL HOME LOAN BANKS	1,000,000.00	AGCY BOND	07/30/2020	1,000,000.00	0.00	7,340.28	99.1750	991,750.00	999,090.28
313376BR5	FEDERAL HOME LOAN BANKS	2,000,000.00	AGCY BOND	12/14/2018	2,009,194.02	0.00	1,652.78	99.9020	1,998,040.00	1,999,692.78
313378J77	FEDERAL HOME LOAN BANKS	3,000,000.00	AGCY BOND	03/13/2020	3,018,733.29	0.00	16,875.00	99.5480	2,986,440.00	3,003,315.00
313380FB8	FEDERAL HOME LOAN BANKS	1,500,000.00	AGCY BOND	09/13/2019	1,508,953.02	0.00	6,187.50	99.0610	1,485,915.00	1,492,102.50
313383HU8	FEDERAL HOME LOAN BANKS	1,000,000.00	AGCY BOND	06/12/2020	1,003,109.78	0.00	923.61	99.3260	993,260.00	994,183.61
3133EFQD2	FEDERAL FARM CREDIT BANKS FUNDING CORP	2,200,000.00	AGCY BOND	05/23/2018	2,201,052.86	0.00	2,508.00	99.8410	2,196,502.00	2,199,010.00
3133EFVQ7	FEDERAL FARM CREDIT BANKS FUNDING CORP	2,000,000.00	AGCY BOND	01/22/2019	2,003,373.38	0.00	11,041.67	99.4140	1,988,280.00	1,999,321.67
3133EG3J2	FEDERAL FARM CREDIT BANKS FUNDING CORP	2,000,000.00	AGCY BOND	01/10/2020	2,001,060.23	0.00	14,725.00	99.0600	1,981,200.00	1,995,925.00
3133EHKS1	FEDERAL FARM CREDIT BANKS FUNDING CORP	2,000,000.00	AGCY BOND	11/25/2020	1,997,813.79	0.00	3,480.00	98.6570	1,973,140.00	1,976,620.00
3134G3L73	FREDDIE MAC	2,000,000.00	AGCY BOND	12/26/2019	2,001,119.83	0.00	7,916.67	99.0810	1,981,620.00	1,989,536.67
3134G66M0	FEDERAL HOME LOAN MORTGAGE CORP	2,000,000.00	AGCY BOND	06/22/2018	2,002,729.57	0.00	625.00	99.8380	1,996,760.00	1,997,385.00
3134GAFR0	FEDERAL HOME LOAN MORTGAGE CORP	2,000,000.00	AGCY BOND	02/28/2019	2,000,000.00	0.00	7,858.33	98.9130	1,978,260.00	1,986,118.33
3135G0E33	FEDERAL NATIONAL MORTGAGE ASSOCIATION	2,500,000.00	AGCY BOND	07/20/2018	2,498,727.99	0.00	12,578.13	99.7130	2,492,825.00	2,505,403.13
3135G0M59	FEDERAL NATIONAL MORTGAGE ASSOCIATION	2,000,000.00	AGCY BOND	07/26/2019	2,000,000.00	0.00	9,687.50	98.7080	1,974,160.00	1,983,847.50
3135G0TG8	FEDERAL NATIONAL MORTGAGE ASSOCIATION	1,500,000.00	AGCY BOND	02/08/2018	1,499,824.40	0.00	5,213.54	99.9510	1,499,265.00	1,504,478.54
3136G4QD8	FEDERAL NATIONAL MORTGAGE ASSOCIATION	2,000,000.00	AGCY BOND	10/30/2020	2,000,000.00	0.00	6,100.00	99.0910	1,981,820.00	1,987,920.00
3137EAEB1	FEDERAL HOME LOAN MORTGAGE CORP	2,000,000.00	AGCY BOND	07/19/2019	1,997,504.79	0.00	7,875.00	98.4260	1,968,520.00	1,976,395.00
459200HZ7	INTERNATIONAL BUSINESS MACHINES CORP	2,000,000.00	CORP	02/06/2018	2,000,037.54	0.00	9,062.50	99.9390	1,998,780.00	2,007,842.50
594918BF0	MICROSOFT CORP	2,000,000.00	CORP	11/03/2018	1,998,806.40	0.00	4,188.89	99.6430	1,992,860.00	1,997,048.89
88213AFU4	TEXAS A & M UNIV REVS	1,000,000.00	MUNI	05/15/2019	1,000,000.00	0.00	1,289.28	98.5170	985,170.00	986,459.28
912828P4	UNITED STATES TREASURY	1,000,000.00	US GOV	07/31/2022	997,129.53	0.00	7,846.47	98.6340	986,340.00	994,186.47
912828C65	UNITED STATES TREASURY	2,000,000.00	US GOV	03/31/2019	1,995,452.72	0.00	8,303.57	99.7010	1,994,020.00	2,002,323.57
912828F96	UNITED STATES TREASURY	2,000,000.00	US GOV	10/31/2021	2,000,691.36	0.00	6,850.83	99.5640	1,991,280.00	1,998,130.83
912828H37	UNITED STATES TREASURY	2,000,000.00	US GOV	01/15/2018	1,999,954.63	0.00	8,084.24	99.9870	1,999,740.00	2,007,824.24
912828K58	UNITED STATES TREASURY	2,500,000.00	US GOV	04/30/2020	2,509,525.49	0.00	5,887.43	98.7490	2,468,725.00	2,474,612.43
CCYUSD	Cash	49,486,042.75	CASH	12/31/2017	49,486,042.75	0.00	0.00	1.0000	49,486,042.75	49,486,042.75
VP4520004	WF ADV 100% TREAS MM FD-SVC CL #008	398,974.90	MMFUND	12/31/2017	398,974.90	0.00	0.00	1.0000	398,974.90	398,974.90
---	---	102,335,017.65	---	10/05/2018	102,410,444.36	0.00	211,162.66	51.3629	102,004,512.15	102,215,674.81

* Weighted by: Base Market Value + Accrued. * Holdings Displayed by: Position.

Disclaimer

Dated: 02/09/2018

This report has been prepared by Clearwater Analytics, LLC for informational purposes, as of the dates set forth above. This is not our official client statement and is not an official tax statement. While we have based this unofficial summary on data we believe is accurate, we do not guarantee its accuracy or completeness. To the extent there are differences between your official customer client statement and this summary, your official client statement will supersede unofficial statements. Values shown on this unofficial summary may differ materially from those in your official client statement. This unofficial summary may not include all relevant costs due to the fact accrual of certain fees may be not be reflected intra-month. Although we may have provided appropriate benchmark comparisons, we do not guarantee that these are the most appropriate comparisons; if performance has been provided be aware that your portfolio's performance may be lesser or greater than that of other benchmarks. It is not possible to invest directly in an index.

This summary may include assets not held by MSSB or its affiliates and such information may be based on information provided by you or third parties. We have not verified this information and we are not responsible for such information verification.

Please contact each custodian of the assets to obtain the official statements and to determine the applicability of SIPC coverage.

We and our affiliates do not take responsibility for any errors in this unofficial Summary and you should not rely on this Summary for any purpose. This Summary may not be used for appraisal, valuation or non-informational purposes. This communication is confidential and solely for the addressee. This is not a trade confirmation or an offer or solicitation of an offer to buy/sell the securities/instruments mentioned. We and our affiliates may own, trade, make a market in and lend on the securities/instruments mentioned or may advise the issuers. This is not a research report and will not be updated. Past performance is not indicative of future returns.

Morgan Stanley Smith Barney LLC and its affiliates do not provide tax or legal advice. To the extent this material or any attachment concerns tax matters, it is not intended to be used and cannot be used by a taxpayer for the purpose of avoiding penalties that may be imposed by law. Any such taxpayer should seek advice based on the taxpayer's particular circumstances from an independent tax advisor.

Investments and services are offered through Morgan Stanley Smith Barney LLC Member SIPC.

**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: February 13, 2018

**SUBJECT: Final Site Plan SPR 17-06 Spin Car Wash
Folio # 494111280023 Avon Lane and McNab Road
Final Site Plan approval to allow for an automated car wash facility
within in a (B-3) General Business Zoning district.**

APPLICANT: Daniel Luna, T Car Wash Operations LLC.

T Car Wash Operations, LLC is proposing to build an automated car wash that is 3,029 square feet, on 1.21 acres of vacant land located on the west end of the new Walmart site on McNab Road. This item was presented to the Commission for preliminary site plan approval on January 16, 2018 and was approved with direction to continue to work with staff on the aesthetics and property maintenance responsibilities. Tonight we are presenting the item for consideration of final site plan approval.

The development includes a state-of-the-art automated car wash housed in a single 3,000 square foot bay. It provides an area with free vacuums for clients to clean the inside of the cars once washed and no detailing is permitted. The vacuum area is enclosed with an 8 foot wall around the equipment and is located on the east side of the car wash so the building also serves as a noise buffer for the residences to the west. The building includes a small office space in the rear where two employees will be on-site. The site meets all required City Code parking requirements by providing 32 spaces including 2 ADA spaces where Section 106-223 (20) of the City Code of Ordinances only requires 12 parking spaces including one ADA. The additional parking requirement was imposed by Walmart who sold the parcel to the developer. All required building setbacks are met and the site provides the required 24 foot - 2 lane two way street to exit and enter the facility. There is one entrance to the site from within the provided access road. There is no direct access to the site from McNab Road. The residential community on the west will be buffered by an existing wall and landscaping. There is an increase of the anticipated traffic impact due to the additional use of the space. The developer has met with representatives from the Belmont HOA and received their input regarding the project.

In an effort to build a project consistent with the City's plan for the McNab Road Redevelopment Overlay District; staff requested that the applicant include architectural features and a color palette to match or at a minimum complement the Walmart and other outparcel buildings and sites to provide a cohesive look for the development. The applicant and Administration have continued to work together at the direction of the Commission to incorporate more of the

existing design features in the overall development. Tonight we are presenting two proposals for the Commission's consideration.

The proposed use of the parcel is consistent with the Master Business List that allows auto wash racks in B-2 and B-3 zoning districts. However it is inconsistent with the vision that the Commission has shared regarding the diversification of uses. The City currently has a total of **ten** (10) facilities that provide car washing within an approximately 5 square mile area. Given the limited vacant, commercial space within the City, the Commission has emphasized the importance of a diversification of uses. The proposed business is not unique to the area. There are three car wash facilities located on McNab Road between the proposed car wash and Rock Island Road alone. The ten existing facilities within the City include 3 free standing car washes; Jeff's on State Road 7, Stars and Stripes on McNab and J&J on Southgate and 7 gas stations that have automated car washes; 3 on State Road 7, 2 on McNab, one on Southgate and one on 81st Avenue providing at least one car wash for every geographical area in the City. Additionally, this business is creating only two jobs.

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

The Development Review Committee met on October 10, 2017 for a formal review. After considerable review and discussion, the committee recommended approval of the preliminary and final site plan to the Planning and Zoning Board with direction to the applicant to work with the adjacent residents from the Belmont community and to incorporate the design features and color palette from the existing developments on the Walmart site into their project.

The Planning and Zoning Board met on December 5th, 2017 and approved the item with a 4-1 vote for recommendation of approval to the City Commission.

The City Commission heard this item on preliminary reading on January 16th, 2018 and approved the preliminary site plan on first reading. They gave specific instructions to the developer to work with Staff further on the architecture of the building to blend the color scheme and style with the other, existing buildings in the shopping center as stated in the Development Agreement. They also stipulated that the responsibility for the landscaping on both sides of the wall between Belmont and the shopping center must be clearly stated in writing and adhered to. The Commission further requested that a meeting be set up between Walmart, City, Belmont and the developer to come to a written resolution regarding the outstanding issues with the Walmart development including the maintenance of the landscaping, the pedestrian street lights and Walmart's financial participation in the construction of the second ingress/egress for the Belmont community.

As of the writing of this memorandum, the staff worked with the applicant and the attached color renderings were prepared for consideration of the City Commission. Counsel for the buyer of the Spin Car Wash site is working to obtain written confirmation regarding the ongoing responsibility for the maintenance of the landscaping on site and on both sides of the wall between Walmart and Belmont. They are also pursuing a meeting with Walmart representatives

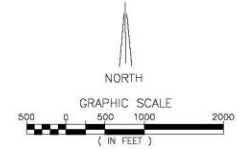
to discuss the remaining issues including the pedestrian street lights and Walmart's financial participation in the construction of the second ingress/egress for the Belmont community.

RECOMMENDATION:

Should the Commission wish to move forward with this item, Administration recommends approval of the final site plan, subject to the following conditions:

1. The applicant shall comply with applicable City Codes and Florida Building Codes.
2. All terms, conditions and provisions imposed by the Planning and Zoning Board, City Commission, DRC and Staff including all life, health and safety Codes pertaining to this development shall be met prior to the issuance of building permits.
3. The developer will continue to work with the Belmont HOA to identify and address to their satisfaction any potential impacts of the project.
4. The developer will work with staff to incorporate architectural features and a color palette to match or at a minimum complement the Walmart and other outparcel buildings and sites to provide a cohesive look for the development.
5. The DRC, Planning and Zoning Board and City Commission reserve the right to impose any additional requirements deemed necessary during subsequent approval reviews.
6. Copies of all applicable permits and approvals by other regulatory agencies shall be provided to the City prior to issuance of building permits.
7. All conditions required by Code and/or set forth by the City engineer shall be met.
8. 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.
9. Photometric Plan approval by staff is required.
10. 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.
11. 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.
12. 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.
13. Upon the purchase of the outparcel, the applicant shall provide a copy of the executed cross access easement agreement to provide for vehicular and pedestrian access across and through the parcel owned by Walmart Stores, Inc. development.
14. The applicant acknowledges and agrees to abide by the rules of the Property Association created by the primary property owner, Walmart, which runs with the land and governs owners of the Property, or portions of the Property, including, but not limited to, the use, condition and maintenance of the Property as well as coordination of signage and building elevations.
15. If necessary, proper easements will be dedicated to the City of North Lauderdale .
16. Execution of the Final site plan order is contingent upon receipt of a written agreement clearly indicating the responsible party (ies) for the landscaping on the site and on both sides of the wall running north to south on the western most side of the property.

ZONING DISTRICT MAP CITY OF NORTH LAUDERDALE

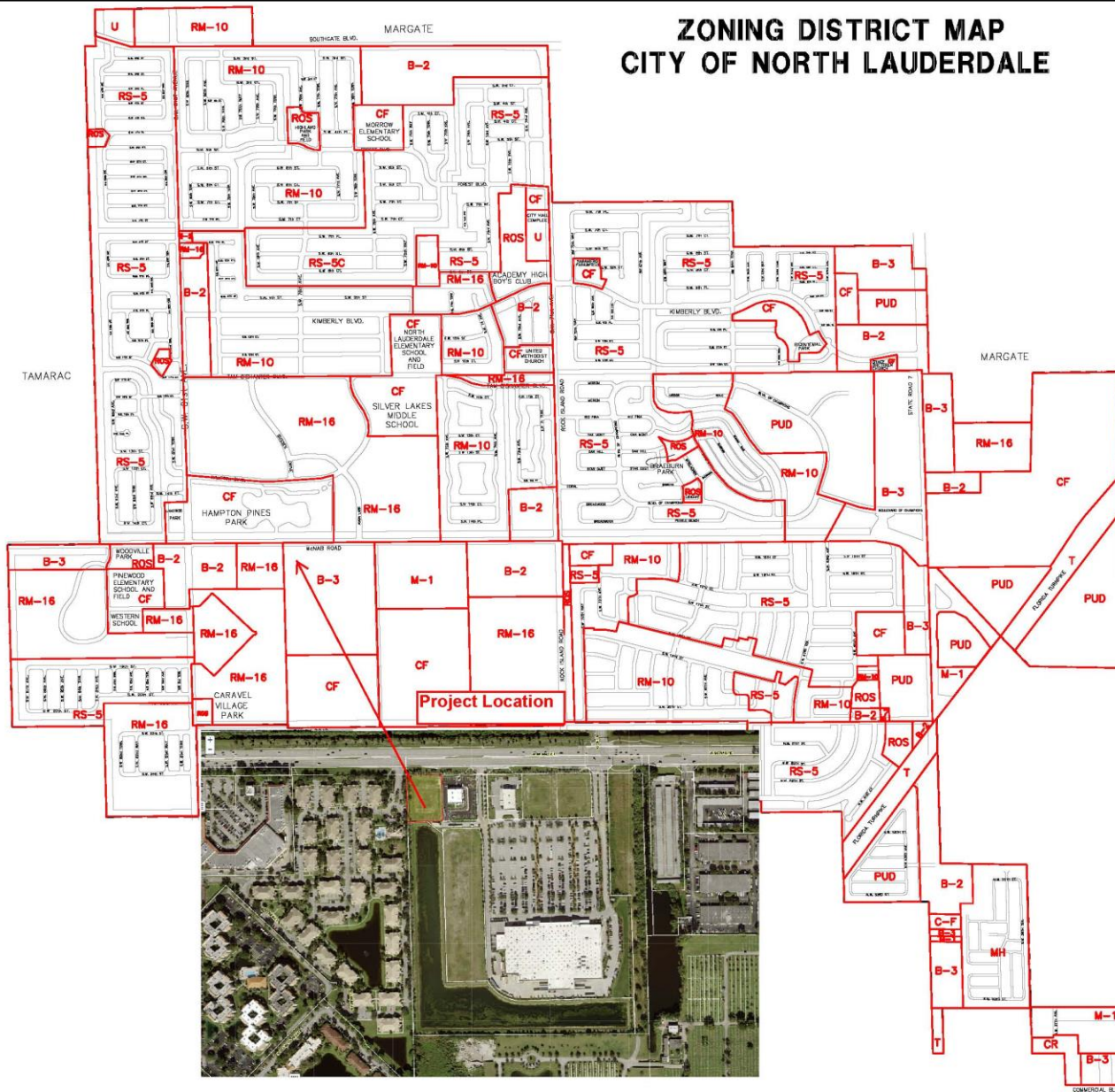


ZONING DISTRICTS

- RS-5 Residential Single Family (5du)
- RM-10 Residential Multi Family (10du)
- RM-16 Residential Multi Family (16du)
- 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



2001 SE 10th Street
Bentonville, AR 72716
Michele.Butler@walmart.com

Real Estate

Michele Butler-Thuo, Senior Manager I, Real Estate and Portfolio Management

Date: September 19, 2017
TO: City of North Lauderdale, Florida
RE: Agent Authorization – Outlot #1 Sale at Walmart store #1851 North Lauderdale, FL ("Outlot")

Wal-Mart Stores East, LP ("Walmart") is under contract with T Car Wash Operations, LLC ("Buyer") for the sale of the Outlot. On behalf of Walmart, I hereby authorize Bowman Consulting (the "Engineer") and GBM Architecture, P.A. (the "Architect") (both of whom have been hired by Buyer) to make application submittals for permits related to the proposed development of the above-referenced Outlot, as shown on the attached sketch.

The authorization for the Engineer and Architect is expressly limited to (i) signing and delivering applications for permits and approvals that are related to the development of the Outlot, and (ii) advancing the requisite funds to file such applications. Further, this authorization does not empower the Engineer or Architect to either negotiate on Walmart's behalf or otherwise obligate Walmart in any manner whatsoever, including any attempt to obligate Walmart to pay for or construct improvements in connection with its development of the Outlot.

Should you need additional information or have any questions regarding this authorization, please do not hesitate to contact Don Draper at Donald.Draper@walmart.com or 479-277-0039.

Respectfully,
WAL-MART STORES EAST, LP,
a Delaware limited partnership
By: WSE Management, LLC, a Delaware limited liability company, General Partner

By: Michele Butler-Thuo
Michele Butler-Thuo
Sr. Manager I, Real Estate & Portfolio Management

STATE OF ARKANSAS
COUNTY OF BENTON

The foregoing instrument was acknowledged before me this 19 day of September, 2017, by Michele Butler-Thuo, as Sr. Manager I, Real Estate & Portfolio Management of WSE Management, LLC, a Delaware limited liability company, the General Partner of Wal-Mart Stores East, LP, a Delaware limited partnership, on behalf of the company and the partnership. She is personally known to me OR produced _____ as identification.



Ryan Pettigrew
Print Name: Ryan Pettigrew
Notary Public, State of Arkansas
Commission number: _____
My commission expires: _____

[Notary Seal]





13 September 2017
Re: Spin Carwash – North Lauderdale

Project Background

The purpose of this letter is to accompany the Site Plan Approval/DRC Application for the above referenced commercial project. The project is located on Outparcel No. 1 within the Walmart shopping center located at West McNab Road, N. Lauderdale 33068. The zoning designation is B-3, General Business District and the associated Parcel ID number is 4941 11 28 0023. The parcel is currently vacant.

The purpose of the development is to construct a new, one-story 3,029 square foot Spin Carwash, which will consist of a 125 feet conveyor strip carwash with a single tunnel. The carwash building has a maximum height of ±25 feet. The business will hire six employees, and there will be an attendant present during operation. The hours of operation will be between 7:00AM-7:00PM. Vehicles take approximately 2-3 minutes to complete the wash through the fully automated tunnel (no detailing), and the system can accommodate three vehicles at a time (capable of cleaning 130 cars every hour).

The impervious area of the project is 29,263 square feet/0.67 acres (55%); the pervious area of the project is 23,642 square feet/0.54 acres (45%). Twelve parking spaces are required, and 33 are being provided on site – including two accessible parking spaces.

The building will be constructed to meet Florida Building Code and Florida Life Safety Code. The construction will take approximately (4-6) four to six months and is scheduled to be completed by the second quarter of 2018.

Please do not hesitate to contact me with any questions regarding the project or this application.



Jenny Baez | Project Coordinator
Bowman Consulting

13450 W Sunrise Blvd, Suite 320. Sunrise FL 33323
office: 954.314.8468 | mobile: 954.682.9014
jbaez@bowmanconsulting.com | bowmanconsulting.com

13450 West Sunrise Blvd, Suite 320, Sunrise FL 33323

**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: February 13, 2018

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

To allow: Two wall signs totaling 80 square feet on the North and East elevations where 32 square feet are allowed according to City Code Section 94-16 C(1)(a) with 30.5 inch high lettering “Spin” and 16.25 inch lettering “CAR WASH” whereas Section 94-16(C)(1)(c) of the City Code allows for 16 inch maximum letter height within a B-3 General Business district.

APPLICANT: T Car Wash Operations, LLC

Tonight we are presenting a request for a sign waiver for the Spin Car Wash locating at McNab Road west of Avon Lane, Folio # 4941 11 28 0023, in the Northwest corner of the Wal-Mart plaza. The City Commission will also consider the final site plan approval tonight.

Background:

The applicant is requesting 2 wall signs totaling 80 square feet. They are also requesting larger letters than allowed by Code. The total square footage for signage allowed by code is 32 square feet. Each sign is 40 square feet. The proposed letter size include the words “Spin” with 30.5 inch high letters and underneath “CAR WASH” with 16.5 inch high letters where a maximum of 16 inch high letters are allowed by Code.

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

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

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

Historically, staff has recommended approval of larger letters with the condition that the overall square footage of the sign not exceed the linear footage of the front area of the building that is owned or leased per Section 94-16 (C) (1) (a) of the City Code and if there is more than one sign proposed, the business must front more than one road. In this instance the linear frontage is 31 feet allowing them to have one wall sign up to 32 square feet. The proposed signs with the larger letters on the top line and smaller lettering beneath are approximately 40 square feet per sign for a total of 80 square foot of signage. The north elevation of the business fronts McNab Road. The east elevation faces the adjacent building and is not located on a roadway, although it can be seen by cars traveling west on McNab Road.

The criteria that staff uses to consider sign waivers include how far the business sits from the roadway, if there are any obstructions to see the business from the road, if signage other than the wall sign is available and can be used additionally, and if the larger letter size does not increase the size of the sign beyond that which is allowed by Code in terms of square footage.

“Spin Car Wash” is one of the outparcel tenants in the plaza, not an anchor tenant. The store faces McNab Road and sits 75 feet from the roadway. They are the fourth tenant in this plaza to request a sign waiver. Staff has reviewed their request in relation to the sign waiver criteria and to what has been previously approved for the adjacent tenants. We find the following;

- Request for 30.5 inch letters is consistent with other sign letter heights in the plaza. However, the total square footage of the signs far exceeds the amount of square footage allowed by Code.
- The business does not face two roadways justifying more than one sign.
- They have additional signage on the two monument signs for the property, which are very prominent due to the size of the monument sign that was granted by waiver.
- The store is located only 75 feet from McNab Road.
- The applicant has not presented strong justification for the square footage requested

Since the applicant is requesting a waiver from the City's sign code, the burden to justify the requested waiver falls on the applicant.

RECOMMENDATION:

The Planning and Zoning Board met on February, 6th 2018 and by a 5-2 vote approved the wavier for recommendation to the City Commission.

Should the City Commission concur with the Planning and Zoning Board and the applicant's request to approve of this sign waiver, staff recommends the following condition:

- All applicable codes of the City regarding the installation of signs, conditions and provisions imposed by the City Commission, Planning and Zoning Board, and staff shall be met.

RESOLUTION NO. _____

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

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

WHEREAS, SPIN CAR WASH, is located on McNab Road west of Avon Lane Folio # 4941 11 28 0023 , North Lauderdale, Florida, within the McNab Road Redevelopment District; and

WHEREAS, SPIN CAR WASH, feels that the provisions of the sign code are inadequate for their needs; and

WHEREAS, SPIN CAR WASH, is requesting a sign waiver to allow the installation and maintenance of two (2) wall signs totaling 80 square feet with letters “SPIN” 30.5 inches in height and “car wash” 16.5 inches in height whereas a maximum of 16 inch high letters and 32 Square feet is allowed by section 94-16 (C) (1) (c) and Section 94-16 (C) 1 (a) within a General Business (B-3) Zoning District.” and;

WHEREAS, the Planning and Zoning Board recommended approval of two wall signs with maximum letter height of 30.5 inches totaling 80 square feet at their meeting on February 6, 2018.

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

Section 1: That the waiver of the sign code be and the same is hereby granted to Spin Car Wash to allow the installation and maintenance of two wall signs totaling 80 square feet with letters “SPIN” 30.5 inches and “car wash” 16.5 in height whereas 16 inch high letters and 32 square

feet are allowed by Section 94-16 (c) (1) (c) and 94-16 (c) (1) (a) Section of the City's Code of Ordinances within a General Business (B-3) zoning district.

Section 2: That the waiver granted by this Resolution shall not excuse the applicant from compliance with each and every term, condition and provision of the City's Sign Code, the Code of Ordinances of the City of North Lauderdale, Florida, as well as the obtainment of the necessary permits.

Section 3: That this waiver expressly supercedes all prior sign waivers pertaining to this applicant for this location, All prior sign waivers are no longer applicable.

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 13th day of February, 2018.

APPROVED AS TO FORM:

CITY ATTORNEY SAMUEL GOREN

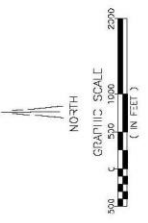
MAYOR JACK BRADY

VICE MAYOR RICH MOYLE

ATTEST:

CITY CLERK PATRICIA VANCHERI

ZONING DISTRICT MAP CITY OF NORTH LAUDERDALE



- ZONING DISTRICTS**
- RS-5 Residential Single Family (Single)
 - RM-10 Residential Multi-Family (1000)
 - RM-16 Residential Multi-Family (1600)
 - B-2 Community Business
 - B-3 Light Industrial
 - M-1 Medium Density Office
 - RDS Recreation/Open Space
 - CF Community Center
 - PUD Planned Unit Development
 - U Utilities
 - T Transportation

CITY LIMITS
ZONING DISTRICTS



23 January 2018

Spin Carwash (the “Applicant”), is proposing to construct a new 3,029 square-foot Spin Carwash, which will be a conveyor strip carwash with a single tunnel on Outparcel No. 1 within the Walmart shopping center located at 7900 West McNab Road, N. Lauderdale 33068, in the jurisdiction of the City of North Lauderdale (Parcel ID number is 4941 11 28 0023). The site is located south of West McNab Road, currently vacant, and abutting a canal to the south, other retail businesses to the east and a residential community to the west. The carwash building will be a maximum height of ±25 feet.



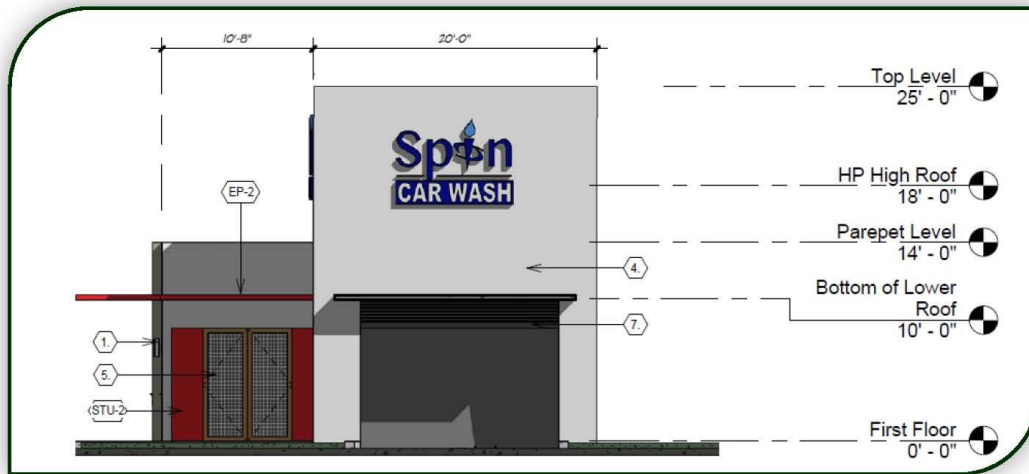
The applicant respectfully requests relief from the City Code of Ordinance section 94-16 (c)(1)(a) and 94-16(d), which regulates the square footage and size of lettering for signage in the B-3 district:

According to the Code of Ordinance, one square foot of sign face area is allowed equivalent to the width of the area owned or leased. The width of the north façade of building is 20 feet, so the Applicant has 20 square feet of sign face area. The proposed sign is 8'3" x 5'2" (equivalent to 40 ft²); therefore, a sign waiver of 20 square feet is being requested for the north elevation of the building. See Figure 1 and Figure 2 for a graphical depiction of these dimensions. The applicant is also proposing to increase the lettering in the business signage from the allowable 16 inches in height to 31 inches for the business logo (“Spin”), and slight increase for the remaining lettering (“car wash”) to 16.8 inches. See Figure 1.

Figure 1. Proposed signage dimensions

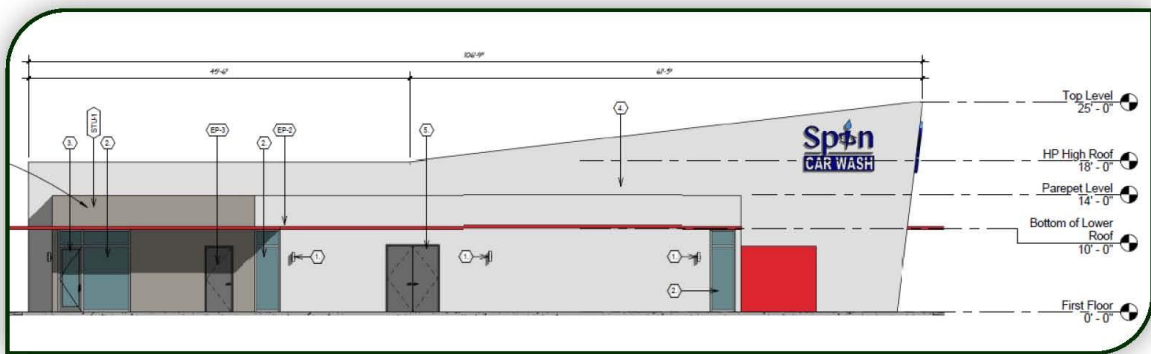


Figure 2. North elevation dimensions



Furthermore, at the request of the City, and for the benefit of the residents of The Belmont at North Lauderdale, the Applicant has agreed to lay out the principal building perpendicular to the main right-of-way; the proposed building placement impedes business brand visibility from potential clients driving on West McNab Road which has a direct impact on the carwash operations. Therefore, the applicant would like to also request a signage waiver approval to affix a total of two signs on the building: one on the north façade and one on the top-right corner of the east façade (facing east towards the shopping center- See Figure 3), which is the primary vehicular and pedestrian entrance for the business. This additional sign would have the same dimensions as the sign depicted on the north elevation of the building (Figure 1).

Figure 3. Building elevation - East (Primary Façade)



The applicant feels confident that the proposed signage is not contrary to public interest. Especially with regards to the residential community to the west of the subject outparcel, all possible measures (in the form of landscaping and screening) and liaison efforts have been taken to ensure the project does not negatively impact adjacent parcels. Moreover, reducing or limiting the signage this project could affect valuable business exposure that other similar properties enjoy on the Walmart shopping center and incur an unnecessary operational hardship for the business. No other waivers or variances are being requested at this time.

Should you have any questions or require additional information, please feel free to contact us.

Jenny Baez | Project Coordinator
Bowman Consulting

13450 W. Sunrise Blvd, Suite 320, Sunrise, FL 33323
 office: 954-314-8480 | mobile: 954-682-9014
jbaez@bowmanconsulting.com | bowmanconsulting.com



2001 SE 10th Street
Bentonville, AR 72716
Michele.Butler@walmart.com

Real Estate

Michele Butler-Thuo, Senior Manager I, Real Estate and Portfolio Management

Date: September 19, 2017
TO: City of North Lauderdale, Florida
RE: Agent Authorization – Outlot #1 Sale at Walmart store #1851 North Lauderdale, FL (“Outlot”)

Wal-Mart Stores East, LP (“Walmart”) is under contract with T Car Wash Operations, LLC (“Buyer”) for the sale of the Outlot. On behalf of Walmart, I hereby authorize Bowman Consulting (the “Engineer”) and GBM Architecture, P.A. (the “Architect”) (both of whom have been hired by Buyer) to make application submittals for permits related to the proposed development of the above-referenced Outlot, as shown on the attached sketch.

The authorization for the Engineer and Architect is expressly limited to (i) signing and delivering applications for permits and approvals that are related to the development of the Outlot, and (ii) advancing the requisite funds to file such applications. Further, this authorization does not empower the Engineer or Architect to either negotiate on Walmart’s behalf or otherwise obligate Walmart in any manner whatsoever, including any attempt to obligate Walmart to pay for or construct improvements in connection with its development of the Outlot.

Should you need additional information or have any questions regarding this authorization, please do not hesitate to contact Don Draper at Donald.Draper@walmart.com or 479-277-0039.

Respectfully,
WAL-MART STORES EAST, LP,
a Delaware limited partnership
By: WSE Management, LLC, a Delaware limited liability company, General Partner

By: Michele Butler-Thuo
Michele Butler-Thuo
Sr. Manager I, Real Estate & Portfolio Management

STATE OF ARKANSAS
COUNTY OF BENTON

The foregoing instrument was acknowledged before me this 19 day of September, 2017, by Michele Butler-Thuo, as Sr. Manager I, Real Estate & Portfolio Management of WSE Management, LLC, a Delaware limited liability company, the General Partner of Wal-Mart Stores East, LP, a Delaware limited partnership, on behalf of the company and the partnership. She is personally known to me OR produced _____ as identification.



Ryan Pettigrew
Print Name: Ryan Pettigrew
Notary Public, State of Arkansas
Commission number: _____
My commission expires: _____

[Notary Seal]

**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: February 13, 2018

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

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

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

Background

As you may recall, the City Commission approved special exception use permit (SEU 17-01) on January 10, 2017 for the First Haitian Baptist Church to temporarily locate on the second floor of the building formerly known as the Family Central building at 840 SW 81st Avenue.

The attachment provided with the original request for the SEU clearly showed the church requested to be on the second floor of the building. On December 12, 2017 the applicant submitted a permit for renovation that clearly showed the church on the first floor of the building instead. The attached letter from the applicant (Attachment 3) outlines the reasons for their change to rent the space on the first floor instead of the second floor. The new space on the 1st floor is roughly the same square footage as the previously proposed church space on the 2nd floor. All other conditions of the SEU remain the same as previously approved and re-stated below in the recommendation. The SEU will be valid for one year from the time of submittal for the demolition of the existing church. The demolition permit application was also received on December 12, 2017.

RECOMMENDATION:

If the City Commission concurs with the applicant's request, then a motion is in order to amend the Special Exception use permit (SEU 17-01) to allow the church to locate on the 1st floor instead of the second floor of the 840 S.W. 81st Avenue building subject to the previously approved conditions as follows:

1. The applicant shall comply with applicable City Codes, Florida Building Codes, 5th Edition of Florida Fire Prevention Code and the Broward County Amendments to that Code as well as any other applicable NFPA 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 use shall be met prior to the issuance of the SEU.
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 the SEU.
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. This special exception use permit shall be valid one year from the date of permit submittal for the demolition of the existing church and may be presented by the applicant to the City Commission for consideration of extension.

Viviana Campo
840 SW 81st LLC
840 SW 81st Ave
North Lauderdale, FL 33068
954-889-5733

January 26, 2018

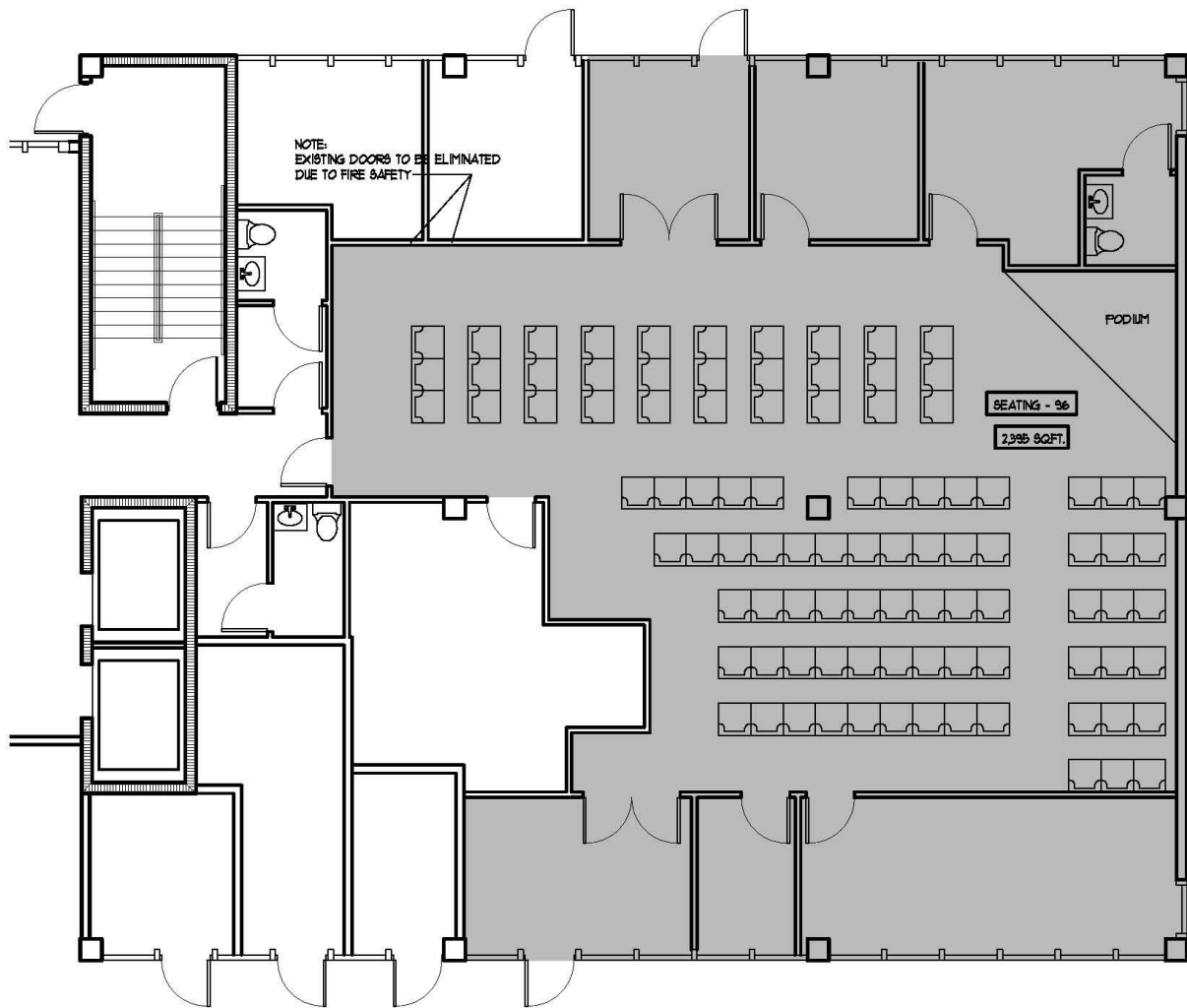
To Whom It May Concern:

This is to inform that First Haitian Baptist Church and 840 SW 81st LLC has an agreement a lease agreement for Suite 101 that commenced on January 1, 2018 unit December 31, 2018 with the option to a yearly renewal.

Please feel free to contact me with any questions.



Viviana Campo
Property Manager



OWNER'S APPROVAL OF PROPOSED
FLOOR LAYOUT FOR THE ASSEMBLY
USAGE FOR THE FIRST HAITIAN BAPTIST CHURCH

OWNER

Manager

DATE: 11/9/17



1350 S. State Rd 7.
North Lauderdale Florida, 33068
Pastor, Willem Philippi
Phones (954) 978-9108 (954) 721-5587
E-mail: fhcnorth@yahoo.com

From : First Haitian Baptist Church of North Lauderdale
To : City of North Lauderdale Permit Department
Date : January 31, 2018
Object : Special Exception Use permit

To whom it may concern,

A special exception use permit (SEU) was submitted and approved by the City back in January 2017 allowing First Haitian Baptist Church of North Lauderdale to temporarily relocate to the family central building located at 840 SW 81st Ave, North Lauderdale.

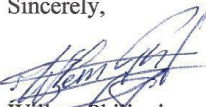
We also submitted plans to occupy the second floor of the building but was not approved by Fire and Safety Department; they suggested that the second floor may not be suitable for an assembly.

Taking in consideration the comments made by Fire and Safety, the owner agreed with the church's intent to relocate to the first floor of the building.

The church is hoping to continue using the previous approved SEU from the City for the use of the first floor.

We look forward to work in partnership with the City. Thank you for considering this intent letter.

Sincerely,


Willem Philippi
Pastor

Andrew Disbury

From: Andrew Disbury
Sent: Tuesday, February 06, 2018 5:09 PM
To: 'Mackendy Philippi'
Cc: Willem Philippi; Y Dlsj
Subject: RE: FHBC SEU Schedule

Hi Mackendy,

Acknowledged.

Thank you,

Andrew D.

From: Mackendy Philippi [<mailto:marcophilip1230@gmail.com>]
Sent: Tuesday, February 06, 2018 4:24 PM
To: Andrew Disbury
Cc: Willem Philippi; Y Dlsj
Subject: FHBC SEU Schedule

Good Afternoon Andrew,
Below is the First Haitian Baptist Church of North Lauderdale 's schedule for the SEU:

Monday through Friday : 6 pm to 9:30 pm
Saturday 9 am to 3:30 pm, 5 pm to 9:30 pm
Sunday 9 am to 3:30 pm, 5 pm to 9:30 pm

Let me know if you have any questions.

Regards,

Mackendy Philippi
FHBC

**CITY OF NORTH LAUDERDALE
FINANCE DEPARTMENT**

TO: Honorable Mayor and City Commission

FROM: Ambreen Bhatti, City Manager

BY: Susan Nabors, Finance Director

DATE: February 13, 2018

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

The City receives its allocation of local option gas taxes through an Interlocal Agreement with Broward County. On January 23, 2018, the County moved to extend the current “original” six-cent local option tax levied in 1988 for a period of 30 years, which expires on August 31st 2018. Attached is the renewal of this agreement with the new term being extended to December 31, 2047. The Interlocal Agreement (Exhibit I) provides for all cities in Broward County to continue to receive a total of 37.5% of the proceeds of six cents of gas tax and the allocation of the 37.5% to each city is based on population.

The County prepares a tax revenue allocation annually to reflect changes in the population of Broward municipalities. The County’s Year 1 of (Fiscal Year) FY 2019 – FY 2048 gas tax allocation to municipalities is part of the Interlocal Agreement renewal. The City’s FY 2019 collection of local option gas taxes will be an allocation of 0.895822% based on the City’s estimated population of 44,408, as stated in the most current edition of “Florida Estimates of Population,” published by the Bureau of Economics and Business Research, Population Division, University of Florida. FY 2017 revenue was \$466,325 and the Administration anticipates approximately the same amount of revenue this year. The proceeds must be used for transportation expenditures. The City utilizes this revenue source for the maintenance and general improvements of the City’s roadways.

RECOMMENDATION:

The City Administration recommends Commission’s consideration and approval of the attached resolution authorizing the City Manager to execute the renewal of the Interlocal Agreement between the City and the County and providing for division and distribution of the proceeds of the Local Option Gas Tax Imposed by the Broward County Local Option Gas Tax Ordinance.

RESOLUTION NO. _____

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

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, accepts and authorizes the City Manager of the City of North Lauderdale, Florida, on behalf of said City to execute and otherwise enter into the attached renewal of the Interlocal Agreement between North Lauderdale and Broward County expiring on December 31, 2047 providing for the division and distribution of proceeds of the Local Option Gas Tax imposed by the Broward County Local Option Gas Tax Ordinance.

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

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 13th day of February 2018.

APPROVED AS TO FORM:

CITY ATTORNEY SAMUEL S. GOREN

MAYOR JACK BRADY

VICE MAYOR RICH MOYLE

ATTEST:

CITY CLERK PATRICIA VANCHERI

EXHIBIT I

INTERLOCAL AGREEMENT

among

BROWARD COUNTY

and

COCONUT CREEK, COOPER CITY, CORAL SPRINGS, DANIA BEACH, DAVIE, DEERFIELD BEACH, FORT LAUDERDALE, HALLANDALE BEACH, HILLSBORO BEACH, HOLLYWOOD, LAUDERDALE-BY-THE-SEA, LAUDERDALE LAKES, LAUDERHILL, LAZY LAKE, LIGHTHOUSE POINT, MARGATE, MIRAMAR, NORTH LAUDERDALE, OAKLAND PARK, PARKLAND, PEMBROKE PARK, PEMBROKE PINES, PLANTATION, POMPANO BEACH, SEA RANCH LAKES, SOUTHWEST RANCHES, SUNRISE, TAMARAC, WEST PARK, WESTON, and WILTON MANORS

regarding

Distribution of a Six-cent Local Option Gas Tax on Every Gallon of Motor Fuel and Special Fuel Sold in Broward County

This Interlocal Agreement (“Agreement”) is entered into by and among: BROWARD COUNTY, a political subdivision of the State of Florida (“County”), COCONUT CREEK, COOPER CITY, CORAL SPRINGS, DANIA BEACH, DAVIE, DEERFIELD BEACH, FORT LAUDERDALE, HALLANDALE BEACH, HILLSBORO BEACH, HOLLYWOOD, LAUDERDALE-BY-THE-SEA, LAUDERDALE LAKES, LAUDERHILL, LAZY LAKE, LIGHTHOUSE POINT, MARGATE, MIRAMAR, NORTH LAUDERDALE, OAKLAND PARK, PARKLAND, PEMBROKE PARK, PEMBROKE PINES, PLANTATION, POMPANO BEACH, SEA RANCH LAKES, SOUTHWEST RANCHES, SUNRISE, TAMARAC, WEST PARK, WESTON, and WILTON MANORS, all municipal corporations organized and existing under the laws of the State of Florida (collectively referred to as the “Municipalities”) (County and Municipalities are collectively referred to as the “Parties”).

RECITALS

1. Section 336.025, Florida Statutes, as amended, authorizes the County to establish a six-cent (\$0.06) local option gas tax on every gallon of motor fuel and special fuel sold in the County and taxed under the provisions of Chapter 206, Florida Statutes, for a period not to exceed thirty (30) years, to be used solely for “transportation expenditures” as defined in Section 336.025(7), Florida Statutes, with distribution of the proceeds determined pursuant to an interlocal agreement between the County and the eligible municipalities representing a majority of the population of the incorporated area within the County.

2. The Parties desire that the current six-cent local option gas tax expiring August 31, 2018, be reestablished, reimposed, and relieved through December 31, 2047, with the proceeds distributed among the Parties consistent with the terms of this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and pursuant to Section 336.025, Florida Statutes, the Parties hereby agree as follows:

AGREEMENT

1. **Recitals:** The foregoing recitals are true and correct and by this reference are incorporated herein.
2. **Intent of Agreement:** The intent of this Agreement is to establish the method of distribution of the proceeds of a local option gas tax to be used for transportation expenditures.
3. **Distribution of Proceeds:** The Parties agree to divide the proceeds of the local option gas tax according to the following distribution formula: Sixty-two and one-half percent (62.5%) to the County, and Thirty-seven and one-half percent (37.5%) to the Municipalities.
 - 3.1 The distribution of proceeds to the Municipalities will be based upon the annual Bureau of Economics and Business Research (“BEBR”) population figures as of April 1 of each year, pursuant to Section 336.025(3)(a)(3), Florida Statutes, as same may be amended.
 - 3.2 By July 1 of each year this Agreement is in effect, the County shall forward the finalized BEBR population figures to the State of Florida Department of Revenue for the purpose of distributing the proceeds of the local option gas tax in accordance with the distribution formula established pursuant to this Agreement.
 - 3.3 In the event the BEBR population figures are not finalized by July 1, the County shall forward the finalized figures to the State of Florida Department of Revenue within thirty (30) days after the County receives notice that the figures are finalized.
4. **Effective Date:** Pursuant to Section 336.025(1)(b)(1), Florida Statutes, the six-cent local option gas tax and this Agreement shall be effective, and continue uninterrupted, from and including September 1, 2018, through and including December 31, 2047, a term of twenty-nine (29) years and four (4) months, provided that the County and Municipalities representing a majority of the population of the incorporated area within Broward County have approved and executed this Agreement by March 31, 2018.
5. **Notices:** Whenever any Party desires to give notice to any other Party or Parties, such notice must be in writing, mailed, and sent by email to the designated representative(s) of the respective Parties as indicated on the Parties’ respective signature pages. Any Party may change its designated representative(s) for notice purposes by providing notice thereof to all other Parties in accordance with this paragraph.

6. **Binding Effect:** Each person executing this Agreement represents that he or she has been empowered by his or her respective Party to enter into this Agreement and to bind such Party to the commitments and undertakings contained herein. The provisions, conditions, terms, and covenants contained herein shall be of a binding effect. The benefits and advantages hereof shall inure to the respective Parties and to their respective successors and assigns.
7. **Termination Resulting From Judicial Determination:** If, as a result of any judicial ruling, any party properly terminates this Agreement, the distribution of the proceeds of the local option gas tax for the following year and for the remainder of the tax levy shall be in accordance with Section 336.025(4)(a), Florida Statutes, as amended.
8. **Merger:** This Agreement represents the final and complete understanding of the Parties and incorporates, includes, and supersedes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein. There are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.
9. **Joint Preparation:** Each Party acknowledges that it has sought and received whatever advice and counsel as was necessary for it to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement resulted from the joint efforts of all the Parties. The language agreed to expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties.
10. **Counterparts:** This Agreement may be executed in any number of counterparts, each of which, when executed and delivered, shall constitute an original, but such counterparts shall together constitute one and the same instrument.
11. **Further Assurances:** The Parties shall execute all such instruments, and agree to take all such further actions, as may be reasonably required by any Party to fully effectuate the terms and provisions of this Agreement.
12. **Modification:** No change or modification of this Agreement shall be valid unless in writing and signed by all Parties hereto. No purported waiver of any of the provisions of the Agreement shall be valid unless in writing and signed by the Party allegedly waiving the applicable provision.
13. **Ineligibility:** If, during the term of the imposition of this local option gas tax, any of the Municipalities become ineligible to receive a share of the proceeds of the local option gas tax for any reason, any funds otherwise undistributed because of such ineligibility shall be distributed by the Florida Department of Revenue to the remaining Municipalities in proportion to the distribution formula then in effect.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Interlocal Agreement on the respective dates under each signature: Broward County, as authorized by action of its Board of County Commissioners taken on January 23, 2018, and Municipalities, signing by and through their representative authorized to execute the same pursuant to formal action taken on the date indicated on the respective signature pages.

COUNTY

WITNESS:

BROWARD COUNTY, by and through its
County Administrator

Signature of Witness (Date)

By _____
Bertha Henry

_____ day of _____, 2018

Signature of Witness (Date)

Approved as to form by
Andrew J. Meyers
Broward County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954)357-7600
Telecopier: (954) 357-7641

Designated Address for Notices:
Bertha Henry at bhenry@broward.org
Broward County Administrator
Governmental Center, Room 409
Fort Lauderdale, Florida 33301
Attention: County Administrator

By _____
Claudia Capdesuner (Date)
Assistant County Attorney

With a copy to:
Andrew J. Meyers at ameyers@broward.org
County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301

By _____
Angela J. Wallace (Date)
Deputy County Attorney

INTERLOCAL AGREEMENT AMONG BROWARD COUNTY, COCONUT CREEK, COOPER CITY, CORAL SPRINGS, DANIA BEACH, DAVIE, DEERFIELD BEACH, FORT LAUDERDALE, HALLANDALE BEACH, HILLSBORO BEACH, HOLLYWOOD, LAUDERDALE-BY-THE-SEA, LAUDERDALE LAKES, LAUDERHILL, LAZY LAKE, LIGHTHOUSE POINT, MARGATE, MIRAMAR, NORTH LAUDERDALE, OAKLAND PARK, PARKLAND, PEMBROKE PARK, PEMBROKE PINES, PLANTATION, POMPANO BEACH, SEA RANCH LAKES, SOUTHWEST RANCHES, SUNRISE, TAMARAC, WEST PARK, WESTON, AND WILTON MANORS REGARDING DISTRIBUTION OF A SIX-CENT LOCAL OPTION GAS TAX ON EVERY GALLON OF MOTOR FUEL AND SPECIAL FUEL SOLD IN BROWARD COUNTY

CITY OF NORTH LAUDERDALE, through its City Commission, signing by and through its Mayor or Vice-Mayor, authorized to execute the same by Board action on the _____ day of _____, 20____.

WITNESS:

CITY

Signature of Witness

By _____
Mayor

Print of Type Name of Witness

_____ day of _____, 2018

Signature of Witness

By _____
City Manager

Print of Type Name of Witness

ATTEST:

City Clerk

Approved as to legal form

City Attorney

Designated Address for Notices (include email address(es):

**"Original" Six Cents Local Option Gas Tax
Annual Administrative Update of BEBR Population
Year 1 of FY19 - FY48 per the Interlocal Agreement**

Recipient	FY19 Percent Share of Proceeds
Coconut Creek	1.157802%
Cooper City	0.680984%
Coral Springs	2.569597%
Dania	0.634890%
Davie	2.031151%
Deerfield Beach	1.574304%
Fort Lauderdale	3.612153%
Hallandale	0.781605%
Hillsboro Beach	0.038550%
Hollywood	2.969638%
Lauderdale-by-the-Sea	0.124565%
Lauderdale Lakes	0.707935%
Lauderhill	1.435840%
Lazy Lake	0.000523%
Lighthouse Point	0.212336%
Margate	1.169220%
Miramar	2.748426%
North Lauderdale	0.895822%
Oakland Park	0.895842%
Parkland	0.634950%
Pembroke Park	0.128459%
Pembroke Pines	3.290200%
Plantation	1.787669%
Pompano Beach	2.207701%
Sea Ranch Lakes	0.013959%
Southwest Ranches	0.153594%
Sunrise	1.853149%
Tamarac	1.289226%
Weston	1.343672%
West Park	0.300813%
Wilton Manors	0.255425%
Total Incorporated	37.500000%

Recipient	FY19 Population
Coconut Creek	57,395
Cooper City	33,758
Coral Springs	127,381
Dania	31,473
Davie	100,689
Deerfield Beach	78,042
Fort Lauderdale	179,063
Hallandale	38,746
Hillsboro Beach	1,911
Hollywood	147,212
Lauderdale-by-the-Sea	6,175
Lauderdale Lakes	35,094
Lauderhill	71,178
Lazy Lake	26
Lighthouse Point	10,526
Margate	57,961
Miramar	136,246
North Lauderdale	44,408
Oakland Park	44,409
Parkland	31,476
Pembroke Park	6,368
Pembroke Pines	163,103
Plantation	88,619
Pompano Beach	109,441
Sea Ranch Lakes	692
Southwest Ranches	7,614
Sunrise	91,865
Tamarac	63,910
Weston	66,609
West Park	14,912
Wilton Manors	12,662
Total Incorporated	1,858,964
Unincorporated Area	15,006
Total County	1,873,970

**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
Date: February 13, 2018
Subject: Extension of Audit Agreement with Grau & Associates

Background:

In accordance with City Charter, Section 3.16, the City Commission shall provide for an independent annual or more frequent audit of all City accounts.

On March 31, 2015, City Commission approved resolution #15-03-6159 authorizing a contract with Grau & Associates, Certified Public Accountants, as the City's external auditor for the three fiscal years ending September 30, 2017. The contract contains an option of two (2) additional one year renewals at a fee that is mutually agreeable to the City and Grau & Associates.

Grau & Associates has provided an efficient and all-encompassing audit approach that requires them to look carefully at the entire picture, not just one segment of it. Their review has impacted courses of action recommended incorporating the government-wide financial statement assertion, specific audit objectives, and appropriate audit procedures necessary to achieve satisfactory audit results. Furthermore, their emphasis has focused on looking at the City's procedures and internal controls.

The following table identifies the contracted audit fees for the last three years.

Fiscal Year Ending	City Audit Fee	Single Audit Fee *	City of North Lauderdale Recreation Foundation, Inc.
9/30/2015	\$50,400	\$3,000	\$500
9/30/2016	\$50,400	\$3,000	\$500
9/30/2017	\$50,400	\$3,000	\$500

The proposed audit fees for the first option year, fiscal year ending 9/30/18, are:

Fiscal Year Ending	City Audit Fee	Single Audit Fee	City of North Lauderdale Recreation Foundation, Inc. **
9/30/2018	\$53,000	\$5,000	\$1,000

* A Single Audit has not been required for the last three fiscal years. Thus this fee was not paid.

** To be approved and paid directly by the City of North Lauderdale Recreation Foundation, Inc.

The Finance Department has the primary responsibility to coordinate and facilitate the annual audit. The City wants to maintain the stability of the audit process and is therefore requesting that the services of the present auditors be extended. The proposed increases are reasonable for the work completed by the auditors, additional reporting and auditing requirements and the stable pricing for the prior three years.

RECOMMENDATION

The Administration recommends Commission's consideration and approval of the attached Resolution authorizing the first extension of the agreement with Grau & Associates, Certified Public Accountants, as the City's external auditor for the fiscal year ending September 30, 2018 at a cost not to exceed \$58,000.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF NORTH LAUDERDALE, FLORIDA AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO AMEND THE ORIGINAL AGREEMENT BETWEEN THE CITY OF NORTH LAUDERDALE AND GRAU & ASSOCIATES, FOR ANNUAL AUDITING SERVICES TO EXTENT THE AGREEMENT FOR A ONE YEAR PERIOD BEGINNING WITH THE FISCAL YEAR ENDING SEPTEMBER 30, 2018; FOR A NOT TO EXCEED COST OF \$58,000 FOR FISCAL YEAR ENDING SEPTEMBER 30, 2018, RESPECTIVELY, PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Charter section, 3.16, states that the Commission shall provide for an independent post audit of all City accounts made by a Certified Public Accountant and/or firm of such accountants; and

WHEREAS, Resolution #15-03-6159 dated March 31, 2015 authorized the execution of an agreement with Grau & Associates (Contractor) providing for annual auditing services; and

WHEREAS, the City has contracted with Grau & Associates for the past fourteen years to perform the City's independent annual audit;

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

WHEREAS, an extension of the agreement with Grau & Associates will provide for the necessary continuity required because of their knowledge and extensive past experience with the City of North Lauderdale; and

WHEREAS auditing services is a professional service which is exempted from competitive competition by Section 9.10 (a) of the City of North Lauderdale Charter; and

WHEREAS, the letter of Engagement provides for the first one year extension of the agreement with an annual fee not to exceed \$58,000; and

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

WHEREAS, Grau & Associates, has provided qualitative auditing services in accordance with the terms of the agreement; and

WHEREAS, the Director of Finance and the Controller recommend that the agreement with Grau & Associates be approved; 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 extend the agreement between the City of North Lauderdale, Florida and Grau & Associates, for the audits of the fiscal year ending September 30, 2018, with the option of one (1) additional one year, and to authorize the appropriate City officials to execute Agreement Amendment.

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 Grau & Associates, for annual auditing services.

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 13th DAY OF FEBRUARY, 2018.

JACK BRADY, MAYOR

RICH MOYLE, VICE MAYOR

ATTEST:

PATRICIA VANCHERI, CITY CLERK

Approved as to form.

SAMUEL S. GOREN, CITY ATTORNEY

**CITY OF NORTH LAUDERDALE
COMMUNITY DEVELOPMENT DEPARTMENT**

TO: Mayor and City Commission

FROM: Ambreen Bhatti, City Manager

BY: Sam Goren, City Attorney
Tammy Reed-Holguin, Community Development Director

DATE: February 13, 2018

SUBJECT: First Reading: Ordinance to Amend Development Agreement for Walmart

The item before you tonight is for the Commission's consideration of an Ordinance for approval on first reading to amend to the Development Agreement between the City and Walmart. This amendment will extend the time for the County to approve the construction of a bus shelter adjacent to the shopping center for an additional five years from the date of the store opening, until January 31, 2023.

BACKGROUND:

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

On December 22, 2017, prior to the deadline, Administration sent a letter to Walmart requesting an additional five years to pursue to the construction of the bus stop and shelter. Mr. Don Draper, Director of Real Estate responded favorably with the attached email.

Approval of the first amendment authorizing the extension is recommended. Tonight we are presenting the first amendment to the Development Agreement for Commission's consideration on first reading of the Ordinance.

RECOMMENDATION:

The City Administration recommends City Commission's consideration and approval of the attached Ordinance on first reading amending the Development Agreement between the City and Walmart to provide for an additional five years to obtain approval from Broward County for the designation and construction of a bus shelter adjacent to the Walmart development.

ORDINANCE NO. _____

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

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

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

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

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

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

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

WHEREAS, the City Commission deems it to be in the best interests of the health, safety and welfare of the citizens and residents of the City to amend the Development Agreement.

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

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

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

9.3. Public Transportation

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

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

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

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

(REMAINDER OF THIS INTENTIONALLY LEFT BLANK)

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

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

MAYOR JACK BRADY

ATTEST:

PATRICIA VANCHERI, City Clerk

VICE MAYOR RICH MOYLE

APPROVED AS TO FORM:

SAMUEL S. GOREN, City Attorney

FIRST AMENDMENT TO DEVELOPMENT AGREEMENT

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

WITNESSETH:

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

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

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

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

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

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

NOW THEREFORE, in consideration of the terms and conditions hereinafter set forth, Walmart and the City agree to amend the Original Agreement as follows:

1. The recitations set forth above are hereby incorporated herein.
2. That Section 9.3, "Public Transportation" shall be amended in its entirety to read as follows:

9.3. Public Transportation

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

3. Except as amended herein, all other terms and conditions of the Original Agreement shall remain unchanged by this Amendment.
4. The Parties agree the Original Agreement and this First Amendment set forth the entire agreement between the parties, and that there are no promises or understanding than those stated herein and in the Original Agreement and this First Amendment.
5. To the extent there exists a conflict between this First Amendment and the Original Agreement, the terms and conditions of this First Amendment shall prevail. Wherever possible, the provisions of such documents shall be construed in such a manner as to avoid conflicts between provisions of the various documents.

IN WITNESS WHEREOF, the parties have executed this First Amendment to the Original Agreement the day and year first above written.

WITNESSES:

CITY OF NORTH LAUDERDALE, a Florida municipal corporation

BY: _____

Print Name: _____

Ambreen Bhatti, City Manager

Print Name: _____

_____ day of _____, 2018

ATTEST:

APPROVED AS TO FORM:

BY: _____

Patricia Vancheri, City Clerk

Samuel S. Goren, City Attorney

STATE OF FLORIDA)

) SS:

COUNTY OF BROWARD)

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

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

Notary Public State of Florida

My Commission Expires:

Typed, printed or stamped name of Notary

Signed, sealed and delivered in the
the presence of:

WALMART STORES, EAST, LP
a Delaware limited partnership

Print Name: _____

BY: WSE MANAGEMENT, LLC,
a Delaware limited Liability Company
and General Partner

Print Name: _____

BY: _____
Hunter Hart
Vice-President – Realty Operations

STATE OF ARKANSAS)

) SS:

COUNTY OF BENTON)

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

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

Notary Public

My Commission Expires:

Typed, printed or stamped name of Notary

Tammy Reed-Holguin

From: Don Draper <Donald.Draper@walmart.com>
Sent: Wednesday, January 10, 2018 1:25 PM
To: Tammy Reed-Holguin; Ambreen Bhatti; Jack Brady
Cc: Tom Kier; Lynn Beaver; Oscar Jr. Rodriguez (orodriguez@arenareil.com); Amber Graham
Legal
Subject: Walmart #1851 N. Lauderdale, FL - Bus Shelter Extension
Attachments: image2018-01-10-141626.tif; IMG_6293.jpg
Importance: High

Tammy - thank you for the time on the phone today. As mentioned, Walmart hopes to continue a great relationship with the City. Please accept this email as notice that Walmart is willing to work out an extension on the \$38,000 contribution to the construction of a bus shelter. If you will provide a draft of the document that city desires to memorialize this extension with we will review promptly.

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

I thanks, Don

Don D. Draper, III
Director, Walmart Real Estate
P: 479 277 0039
donald.draper@walmart.com

2001 SE 13th Street
Bentonville, AR 72716-5535
Save money. Live better.