MEETING OF THE SUNRISE CITY COMMISSION

Sunrise City Hall, 10770 West Oakland Park Blvd. Sunrise, Florida 33351 (954)746-3250, www.sunrisefl.gov

CITY COMMISSION MEETING AGENDA
Tuesday, January 12, 2010 6:30 PM

1) **Call To Order**

2) **Roll Call**

3) **Invocation and Pledge of Allegiance**

4) **Special Items**

A) Presentation -

Presentation of Employee of the Month for January, 2010 for Hance Adams, Utilities Operator, in the Utilities Department. Richard Fischer, Personnel Department.

B) Presentation -

Presentation of the January 2010 Officer of the Month Award to Officer Jose Martin. John E. Brooks, Police Chief.

C) Presentation -

Presentation of "Firefighter of the Month" to Fire Captain Scott Manning for January 2010. Norm Rynning, Fire Chief.

D) Presentation -

Presentation of certificate of recognition for full-time employees who have worked for the City in excess of 30 years. Richard Fischer, Personnel Director.

5) **Open Discussion**

6) **Commission/Mayor Reports**

7) **City Manager's Report**

8) **City Items**

9) **Consent Agenda - (ANY ITEM SHALL BE REMOVED FROM THE CONSENT AGENDA FOR DISCUSSION OF SEPARATE VOTE AT THE REQUEST OF ONE (1) COMMISSIONER).**

A) **Carnival** (C10004) -

A Resolution of the City of Sunrise, Florida, authorizing and approving All Saints Catholic Church's request to hold a church carnival to be held February 11 through 14, 2010, on church property located at 10900 West Oakland Park Boulevard, Sunrise; and providing an effective date. City Manager Bruce J. Moeller. John E. Brooks, Police Chief.

B) **Amendment** (C09451) -

A Resolution of the City of Sunrise, Florida, amending Resolution 02-223; recognizing a company name change from H.T.E., Inc. to Sungard Public Sector, Inc.; authorizing the Purchasing and MIS Directors to negotiate and execute maintenance agreements and other related documents with Sungard Public Sector, Inc., of Lake Mary, Florida, (F/K/A H.T.E., INC.); and providing an effective date. City Manager Bruce J. Moeller. Paul Rowell, MIS Director.

C) **Amendment** (C09443) -

A Resolution of the City of Sunrise, Florida, authorizing a second amendment to Project Agreement No. 08-008 between the City of Sunrise and Youngquist Brothers, Inc., for the renewal of the concentrate well for the Sawgrass Treatment Plant; and providing an effective date. City Manager Bruce J. Moeller. Hector Castro, Utilities Director.

D) **Amendment** (C10007) -

A Resolution of the City of Sunrise, Florida, approving Amendment No. 1 to Project Agreement No. 08-007-MWH, between the City of Sunrise and MWH Americas, Inc., under the terms and conditions of Continuing Services Agreement (04)C-18-M, as amended, to provide for changes in the scope and schedule for engineering oversight, permitting and construction management services for the repairs to the Sawgrass Water Treatment Plant Concentrate Well No. 1; and providing an effective date. City Manager Bruce J. Moeller. Hector Castro,

Utilities Director.

E) **Shared Parking** (C09426) -

A Resolution of the City of Sunrise, Florida, approving an application for shared parking for Sunrise Commerce Center, South Florida Full Gospel Assembly, Inc., Touch of Hope Christian Fellowship, Inc., and CPR Ministries International, Inc. located at the southwest corner of Sunset Strip and NW 11th Street; directing the recording of a restrictive (shared parking)covenant concerning the shared parking; and providing for an effective date. City Manager Bruce J. Moeller. Mark S. Lubelski, Community Development Director.

F) **Services** (C09454) -

A Resolution of the City of Sunrise, Florida, approving a contract with H&H Liquid Sludge Disposal, Inc., for removal of wastewater bio-solids services, utilizing the City of Fort Lauderdale RFP No. 495-10231; and providing an effective date. City Manager Bruce J. Moeller. Hector Castro, Utilities Director.

G) **Equipment** (C10003) -

A Resolution of the City of Sunrise, Florida, approving the purchase of laptops and desktop computers from Dell Computers, Inc. of Round Rock, Texas, under the terms of the State of Florida Contract 250-040-08-01; and providing an effective date. City Manager Bruce J. Moeller. Paul Rowell, MIS Director.

H) **Insurance** (C10001) -

A Resolution of the City of Sunrise, Florida, providing that when the City procures insurance or insurance consultants in accordance with Chapter 5 of the City Code or Resolution No. 94-175, that the City authorizes the City's Risk Manager to execute all necessary insurance applications, insurance contracts, insurance consultant agreements, insurance related service agreements and other insurance documents, including amendments, extensions, and renewals; and providing an effective date. City Manager Bruce J. Moeller. Tariq Riaz, Central Services Director.

I) **Agreement** (C09457) -

A Resolution of the City of Sunrise, Florida, approving an agreement with Sunrise Catering, Inc., for the operation, management and maintenance of the banquet hall facilities at the Sunrise Civic Center; and providing an effective date. City Manager Bruce J. Moeller. Caryl Ungerer, Leisure Services Director.

J) **Vehicles** (C100010) - A Resolution of the City of Sunrise, Florida, approving the purchase of forty-three replacement vehicles with associated equipment, for

various departments, under the terms of the Florida Sheriff's Association Bid No. 09-17-0908 and the City of Orlando Bid SB09-1095; and providing an effective date. City Manager Bruce J. Moeller. Tariq Riaz, Central Services Director.

10) <u>Quasi Judicial Consent Agenda</u> - (ANY ITEM SHALL BE REMOVED FROM THE CONSENT AGENDA BY A MAJORITY VOTE OF THE CITY COMMISSION, THE STAFF, THE APPLICANT, OR AN AFFECTED PARTY). ANY ITEM REMOVED FROM THE CONSENT AGENDA SHALL BE TABLED TO THE NEXT REGULARLY SCHEDULED COMMISSION MEETING).

A) (C09446) - Resort Villages of Sunrise - Revised Master Plan - (P&Z 12/3/2009, Passed 4-0)

B) (C09447) - Sunrise Village - Site Plan - (P&Z 12/3/2009, Passed 4-0)

11) <u>Public Hearings</u>

A) Amendment - (C09436) -

Commission discussion and/or action re: Second Reading of an Ordinance of the City of Sunrise, Florida, of an Ordinance of the City of Sunrise, Florida, amending fiscal year 2009/2010 Budget Ordinance No. 505, to amend the General Fund (Fund 001), and Police Confiscation/Forfeiture Fund (Fund 610), providing for conflict; providing for severability; and providing an effective date. City Manager Bruce J. Moeller. Tariq Riaz, Central Services Director. (First Reading on 12/8/2009 Passed 5-0 Rosen/Alu)

B) Amendment - (C09400) -

Commission discussion and/or action re: Second Reading an Ordinance of the City of Sunrise amending Chapter 16 "Land Development Code," amending Article XIV "Signs" Section 16-247 "Purpose and Definitions" to provide a definition of searchlight; amending Article XIV "Signs" Section 16-253 "Temporary Signs" to provide for grand opening searchlights and special event searchlights; amending article XIV "Signs" Section 16-261 "Approval Process" to exclude searchlights from the list of exempt signs; providing that all other provisions of the Code of Ordinances of the City of Sunrise, Florida, shall remain in full force and effect; providing for conflict; providing for severability; providing for inclusion in the code; and providing for an effective date. City Manager Bruce J. Moeller. Mark S. Lubelski, Community Development Director. (First Reading Tabled on 11/24/09, Passed 4-0 Sofield Absent; First Reading 1/8/2009 Rosen/Scuotto Passed 5-0).

C) Amendment - (C09448) -

Commission discussion and/or action re: First Reading of an Ordinance of the City of Sunrise, Florida, amending Section 6 Fire Prevention and Protection*, Article III

Standards, Chapter 6-51 Adoption of Fire Prevention Code; to conform to and cite current references; providing for conflict; providing for severability; providing for inclusion in the city code; and providing an effective date. City Manager Bruce J. Moeller. Norm Rynning, Fire Chief.

D) **Amendment** - (C09449) -

Commission discussion and/or action re: First Reading of an Ordinance of the City of Sunrise, Florida, amending Chapter 3 Alcoholic Beverages*; Article II Extended Hours License Procedure*; Section 3-10 Application and Review Procedures for Extended Hours Licenses; and Section 3-12 Issuance, Revocation, and Renewal of Extended Hours License; to amend the procedures for the denial and revocation of extended hours applications and licenses; providing for conflict; providing for severability; providing for inclusion in the city code; and providing an effective date. City Manager Bruce J. Moeller. Stuart R. Michelson, City Attorney.

E) **Nuisance Abatement** - (C09418) -

Commission discussion and/or action re: First Reading of an Ordinance of the City of Sunrise, Florida, amending Chapter 9 Nuisances by creating Section 9-2 Conditions Declared Public Nuisances and 9-3 Definitions; amending Section 9-31 Proper Maintenance Required to Delete Residential; amending Section 9-33 Abatement Procedure regarding Public Nuisance and add repeat violate; amending Section 9-35 Recovery of Enforcement Costs; amending Section 9-50 certain Ficus Nitida and Ficus Benjamina declared hazardous; Section 9-52 Notice to Abate; abandoned or derelict motor vehicles; creating Section 9-53 Abatement; abandoned or derelict motor vehicles; amending Chapter 13.5 Swimming Pools*; amending Section 13.5-1 Definitions; and Section 13.5-6 Sanitary and Safety Requirements; to provide for changes to the nuisance abatement process and procedures, safety requirements and definitions; providing for conflict; providing for severability; providing for inclusion in the city code; and providing an effective date. City Manager Bruce J. Moeller. John E. Brooks, Police Chief.

F) **Budget Amendment - FY 2009/2010** - (C10008) -

Commission discussion and/or action re: First Reading of an Ordinance of the City of Sunrise, Florida, amending Fiscal Year 2009/2010 Budget Ordinance No. 505, to amend the General Fund (001), the Capital Improvements Fund (Fund 325) and the Stormwater Utility-Capital Fund (Fund 444), providing for conflict; providing for severability; and providing an effective date. City Manager Bruce J. Moeller. Tariq Riaz, Central Services Director.

G) **Amendment** - (C09387) -

Commission discussion and/or action re: First Reading of an Ordinance of the City

of Sunrise, Florida, amending Ordinance No. 715-X, as amended; amending Section 2(D) “Insurance Benefits;” amending Section 2(N) “Retiree Health Insurance;” providing for conflict; providing for severability; and providing for an effective date. City Manager Bruce J. Moeller. Richard J. Fischer, Personnel Director.

12) Quasi-Judicial Hearings

13) City Clerk's Report

14) City Attorney's Report

15) Old Business

A) 715-X Discussion -

Commission discussion and/or action regarding Ordinance 715-X and amendments thereto.

B) Letter of Understanding - (C10006) -

A Resolution of the City of Sunrise, Florida; approving a Letter of Understanding between the City and the Florida State Lodge, Fraternal Order of Police, Sunrise Lodge 80A (FOPA); authorizing the Personnel Director to execute the Letter of Understanding; and providing an effective date. City Manager Bruce J. Moeller. Stuart R. Michelson, City Attorney.

C) Resolution - (C09403) -

A Resolution of the City of Sunrise, Florida, urging all members of the Florida legislature to support Senate Bill (SB) 376, which authorizes advertisements and public notices to be posted on publicly accessible websites; directing the City Clerk to transmit a certified copy of this Resolution to the Senate President, the Broward County legislative delegation and any other interested party; and providing an effective date. City Manager Bruce J. Moeller.Deputy Mayor Donald K. Rosen.

16) New Business

Adjournment

If a person decides to appeal any decision made by the board, agency, or commission with respect to any matter considered at such meeting or hearing, he will need a record of the proceedings, and that, for such purpose, he may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is based F.S.S. 286.0105

Policy of non-discrimination with regard to race, color, religion, national origin, sex, age or physical or mental disabilities; equal opportunity employer.

Any person who believes he or she has a disability requiring the use of auxiliary aids and services at this meeting may call the City Commission office at (954) 746-3250 at least 48 hours prior to the meeting to advise of his/her special requirements.

If you plan to distribute written documents at the meeting, you must provide 12 copies to the City Clerk prior to the start of the meeting.

CITY OF SUNRISE FLORIDA

AGENDA ITEM REQUEST

Originating Department: Personnel

Item Title: Presentation

Item Number: 4 A

Meeting Date: 1/12/2010

City Reference Number (C#):

Item Description:

The three-person Committee has reviewed the nominations submitted for Employee of the Month and has determined that Hance Adams should receive the Employee of the Month Award. Hance will receive recognition at a City Commission meeting, where he will be given a certificate and a $100 U.S. Savings Bond. Employee of the Month for January, 2010, is Hance Adams, Utilities Operator, in the Utilities Department.

Funding:

001-1601-513.49-07 Employee appreciation

Amount:

$50.00

Attachments:

Nomination form for Employee of the Month - January 2010

Background:

See attached nomination.

Department Head Recommendation:
Approval

Person With Additional Information:
Name: Gina Pilla Phone: 954-838-4523

Department Head Name and Title:
Dan Whiting, Assistant Personnel Director

City Manager:
Authorized for agenda placement

NOMINATION
FOR
EMPLOYEE OF THE MONTH

Hance Adams	**Operator**
(Employee Name)	(Job Title)

Utilities / Plant Operations

(Department/Division)

Is hereby nominated for the Employee of the Month Award for the reasons stated below:

Hance Adams is this month's Utilities Department outstanding employee of the month. Hance is an operator at our Sawgrass Wastewater Treatment Plant and has worked for the City of Sunrise since 1997. During the three years I've known Hance he's demonstrated dedication and initiative, and shown he really cares about the utility system's commitment to delivering safe drinking water to our customers. Hance routinely performs his daily treatment plant operation duties and volunteers to work additional hours to assist our laboratory with sampling and testing the City's water and wastewater.

As the regulatory environment in recent years has increased the requirements for water utilities to sample and test drinking water, and at the same time we've found it increasingly difficult to attract and retain qualified lab and microbiological technicians, the Utilities Department has relied upon operators to supplement the sampling efforts of our laboratory staff. Thanks to employees like Hance who are dedicated to meeting this challenge we're able to deliver consistently high quality drinking water to our customers.

For his continued efforts to help fulfill the City's obligations for sampling and monitoring water, Hance Adams is recommended as our employee of the month for January 2010.

	12-29-09	888-6037
(Signature of Nominator)	(Date)	(Telephone #)

CITY OF SUNRISE FLORIDA

AGENDA ITEM REQUEST

Originating Department: Police

Item Title: Presentation

Item Number: 4 B **Meeting Date:** 1/12/2010

City Reference Number (C#):

Item Description:

Presentation of the January 2010 Officer of the Month Award to Officer Jose Martin.

Funding:

001-3101-521.52-90

Amount:

$50.00

Attachments:
Officer of the Month -Ofc. Martin

Background:

See attached letter.

Department Head Recommendation:
Approval

Person With Additional Information:
Name: Chief John E. Brooks Phone: Ext 3363

Department Head Name and Title:
John E. Brooks, Chief of Police

City Manager:
Authorized for agenda placement

City of Sunrise, Florida
Police Department

777 SAWGRASS CORPORATE PARKWAY • SUNRISE, FLORIDA 33325
(954) 746-3600 • FAX (954) 858-0989

JOHN E. BROOKS
Chief of Police

OFFICER OF THE MONTH AWARD
JANUARY 2010

The Sunrise Police Department is pleased to announce the selection of Officer Jose Martin as the January 2010 Officer of the Month. Officer Martin was selected in reference to his response to a robbery incident.

Ofc. Martin responded to a robbery call concerning a victim who had just been attacked by four suspects who used force to take his cellular phone. The victim had a detailed description of two of the suspects. Officer Martin then began checking the immediate area for the suspects. He located the suspects, at which time they fled on foot. Ofc. Martin gave chase and apprehended two of the four suspects. A show-up was conducted. The victim positively identified both suspects. Officer Martin also recovered the cellular phone which was located in one of the suspects' pockets.

Due to Officer Martin's immediate response time, investigative/interview skills and commitment to this community two suspects were apprehended and charged with Strong Arm Robbery.

The Sunrise Police Department proudly commends and honors Officer Jose Martin and awards him the January 2010 Officer of the Month Award.

Congratulations on a job well done!

John E. Brooks
Chief of Police

CITY OF SUNRISE FLORIDA

AGENDA ITEM REQUEST

Originating Department: Fire Rescue

Item Title: Presentation

Item Number: 4 C **Meeting Date:** 1/12/2010

City Reference Number (C#):

Item Description:

Presentation of "Firefighter of the Month" to Fire Captain Scott Manning for January 2010.

Funding:

001-3201-522.52.90 Operating Expenses, Other Supplies & Expenses

Amount:

$50.00

Attachments:
Broward County Health Daprtment Letter

Firefighter of the Month January 2010 Nomination Form

Background:

Captain Scott Manning was instrumental in the recent effort by the City to provide H1N1 vaccinations to its employees, their families, and the residents of the Sunrise. His commitment to providing a safe, efficient, and professionally managed Point of Dispensing (POD) required months of preparation and planning. The program culminated in over 2000 persons being vaccinated at no charge to themselves. The POD was coordinated between the Fire-Rescue Department and the Leisure Services Department to take advantage of the Civic Center Banquet Hall. The operation was such a success, the Broward County Health Department noted in a letter to the Fire Chief that "Captain Manning initiated a paramedic vaccine program and presented the idea to the Citizens Readiness Initiative Program. He composed the training materials and shared his documents with the Broward County Health Department. His materials were adopted by the agency and used as a countywide initiative to increase the number of vaccinators who are eligible to provide vaccines under the umbrella of the Department of Health. The effort is credited with more than 1500 paramedics trained to date."Captain Manning was nominated by Deputy Fire Chief Thomas DiBernardo and selected by the Fire Chief for Firefighter of the month for January 2010.

Department Head Recommendation:
Approval

Person With Additional Information:
Name: Norm Rynning Phone: 954-746-3453

Department Head Name and Title:
Norm Rynning, Fire Chief

City Manager:
Authorized for agenda placement

Charlie Crist
Governor

Ana M. Viamonte Ros, M.D., M.P.H.
State Surgeon General

Date: November 24, 2009

To: Chief Rynning

Copy: Deputy Chief DiBernardo

Re: Captain Scott Manning

Good Afternoon Chief Rynning,

As the Coordinator for the Cities Readiness Initiative (CRI) Program I've had the opportunity to work with members from *The City of Sunrise*, 30 other municipalities, 16 acute care hospitals, local, state, tribal and federal agencies.

Collectively the professionalism of the members of this forum specifically *The City of Sunrise* and their resources have enabled the CRI Program to plan, train, and exercise emergency operations plans and prepared them to call down staff and mobilize points of dispensing (PODS) specific to providing countermeasures to a bio-terrorism events. The CRI Program is prepared to call down assets from the Strategic National Stockpile and to provide prophylaxes to 1.8 million residences and visitors of Broward County within 48 hours of a request to do so. The members of the CRI Program have afforded Broward County this capacity and we are well prepared to respond to all-hazard events in an effort to minimize public panic, reduce hospital surge capacity, and to prevent mass casualties.

The CRI Program members are experts in their perspective disciplines, flexible and willing to help others to excel in emergency preparedness. A few CRI members have taken the time to lead the group in accomplishing new missions to benefit the preparedness efforts for everyone. One of those outstanding members is Captain Scott Manning from *The City of Sunrise*.

Concurrently, as you know the success of the CRI Program was identified as being the best forum to present the H1N1 Mass Vaccination Campaign planning assumptions to, to understand countywide resources, and to brainstorm new ideas to assist in the mass vaccination campaign.

Captain Scott Manning initiated a certified paramedic vaccine program and presented the idea to the CRI Program. He composed the training materials, shared his documents and agreement with the Broward County Health Department. The Paramedic training materials were adopted by the agency and used as a countywide initiative to increase the number of vaccinators who are eligible to provide vaccines under the umbrella of the Department of Health. The effort is credited with more than 1500 paramedics trained to date.

I am confident that with the continued support from *The City of Sunrise*, Chief DiBernardo, and Captain Scott Manning the CRI Workgroup will triumph over future mission challenges.

The City of Sunrise is special team and it is my pleasure to work with your staff of professionals especially Captain Scott Manning. I would like to congratulate *The City of Sunrise* for Captain Manning's outstanding efforts regarding the CRI Program and the H1N1 Swine Flu Mass Vaccination Campaign.

Best regards—Brenda Lawrence

Cc: Captain Scott Manning

Broward County Health Department
780 South West 24th Street ● Ft. Lauderdale, FL 33315-2643

NOMINATION
FOR
EMPLOYEE OF THE
MONTH

Scott Manning	Fire Captain
Employee Name	Job Title

Fire-Rescue Operations

Department/Division

Is hereby nominated for the Employee of the Month Award for the reasons stated below:

Captain Scott Manning was instrumental in the recent effort by the City to provide H1N1 vaccinations to its employees, their families, and the residents of the City. His commitment to providing a safe, efficient, and professionally managed Point of Dispensing (POD) required months of preparation and planning.

The program culminated in over 2000 persons being vaccinated at no charge to themselves. The POD was coordinated between the Fire-Rescue Department and the Leisure Services Department to take advantage of the Civic Center Banquet Hall.

The operation was such a success, the Broward County Health Department noted in a letter to the Fire Chief that "Captain Manning initiated a paramedic vaccine program and presented the idea to the Citizens Readiness Initiative Program. He composed the training materials and shared his documents with the Broward County Health Department. His materials were adopted by the agency and used as a countywide initiative to increase the number of vaccinators who are eligible to provide vaccines under the umbrella of the Department of Health. The effort is credited with more than 1500 paramedics trained to date."

For Captain Manning's role in the joint effort of the City of Sunrise and the Broward County Health Department, he has been nominated for Firefighter of the Month for January 2010.

Signature of Nominator	Date	Telephone#/Ext.
Signature of Director	Date	Telephone#/Ext.

CITY OF SUNRISE FLORIDA

AGENDA ITEM REQUEST

Originating Department: Personnel

Item Title: Presentation

Item Number: 4 D **Meeting Date:** 1/12/2010

City Reference Number (C#):

Item Description:

Presentation of certificate of recognition for full-time employees who have worked for the City in excess of 30 years.

Funding: N/A

Amount: N/A

Background:

There are presently fourteen (14) full-time employees who have worked for the City of Sunrise in excess of thirty (30) years. Mayor Wishner would like to take this opportunity to recognize these employees for their many years of service to the City.

Department Head Recommendation:

Approval

Person With Additional Information:
Name: Gina Pilla Phone: 954-838-4523

Department Head Name and Title:
Richard Fischer, Personnel Director

City Manager:
Authorized for agenda placement

CITY OF SUNRISE FLORIDA

AGENDA ITEM REQUEST

Originating Department: Police

Item Title: Carnival

Item Number: 9 A

Meeting Date: 1/12/2010

City Reference Number (C#): C10004

Item Description:

A resolution granting permission to All Saints Catholic Church to hold a carnival at 10900 W. Oakland Park Blvd., Sunrise, FL February 11 through 14, 2010.

Funding:

N/A

Amount:

N/A

Attachments:
CAO Resolution

Special Event Backup

Staff comments

Special Event Application

Background:

Department Head Recommendation:
Approval

Person With Additional Information:
Name: Kimberley A. Sibner Phone: 954-572-2350

Department Head Name and Title:
John E. Brooks, Chief of Police

City Manager:
Authorized for agenda placement

SUNRISE, FLORIDA

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF SUNRISE, FLORIDA, AUTHORIZING AND APPROVING ALL SAINTS CATHOLIC CHURCH'S REQUEST TO HOLD A CHURCH CARNIVAL TO BE HELD FEBRUARY 11 THROUGH 14, 2010, ON CHURCH PROPERTY LOCATED AT 10900 WEST OAKLAND PARK BOULEVARD, SUNRISE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, by letter, a copy of which is attached hereto this Resolution as Exhibit "A," Reverend Anibal Morales-Torres, Pastor of All Saints Catholic Church, has applied to the City Commission for authorization and approval of the church's carnival to be held February 11 through 14, 2010, on church property located at 10900 West Oakland Park Boulevard, Sunrise;

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

Section 1. Authorization and Approval. All Saints Catholic Church's carnival to be held February 11 through 14, 2010, on church property located at 10900 West Oakland Park Boulevard, Sunrise, is hereby approved subject to compliance with the requirements of Section 7-106 of the City Code.

Section 2. Effective Date. This Resolution shall be effective immediately upon its passage.

PASSED AND ADOPTED THIS _____ DAY OF _____, 2010.

_____
Mayor Roger B. Wishner

Authentication:

_____
Felicia M. Bravo
City Clerk

MOTION: _____
SECOND: _____

ALU: ____
ROSEN: ____
SCUOTTO: ____
SOFIELD: ____
WISHNER: ____

Approved by the City Attorney
as to Form and Legal Sufficiency._____
Stuart R. Michelson

All Saints Catholic Church

www.allsaintsvillage.com

Office of the Pastor

October 30, 2009

Ms. JoAnn Melen, Administrative Officer
City of Sunrise, Building Dept.
1607 NW 136 Ave Bldg/B
Sunrise, FL 33323

Dear JoAnn,

Again, we plan with enthusiasm for our Annual Church Carnival to be held on our property. Please be kind enough to implement the necessary steps so that we may have our Carnival on February 11, 12, 13 and 14 2010.

At this time, permission is requested to place (10) ten small signs throughout the city, to place a banner at the corner of University Drive and Oakland Park Blvd, and the use of traffic barricades as we have done in previous years. We will be using the property on the Southwest corner of Oakland Park Boulevard and Josh Lee Boulevard as a parking lot. This ground belongs to the Archdiocese of Miami and we are given permission for its use. You will receive the site plan and insurance certificate immediately after.

Enclosed you will find a check which includes the $100.00 application fee and the $250.00 refundable clean up bond.

Thank you for your usual fine cooperation. With kind personal regards and every good wish,

Sincerely in Christ,

Reverend Aníbal Morales-Torres
Pastor

AMT/ml
Enclosures

10900 West Oakland Park Boulevard
Sunrise, Florida 33351
(954) 742-2666 FAX (954) 741-7238

ALL SAINTS CARNIVAL 2010

1. DATES

   THURSDAY - FEB 11, 2010..... 6 P.M. TO 10 P.M.
   FRIDAY - FEB 12, 2010..... 5 P.M. TO 11 P.M.
   SATURDAY - FEB 13, 2010.....12 NOON TO 11 P.M.
   SUNDAY - FEB 14, 2010.....,12 NOON TO 10 P.M.

2. NUMBER OF RIDES.....23

3. THREE (3) DIESEL FREE-STANDING GENERATORS

4. THERE WILL BE TEMPORARY ELECTRICAL SERVICE GROUNDED AND OPERATED ACCORDING TO THE BUILDING CODE.

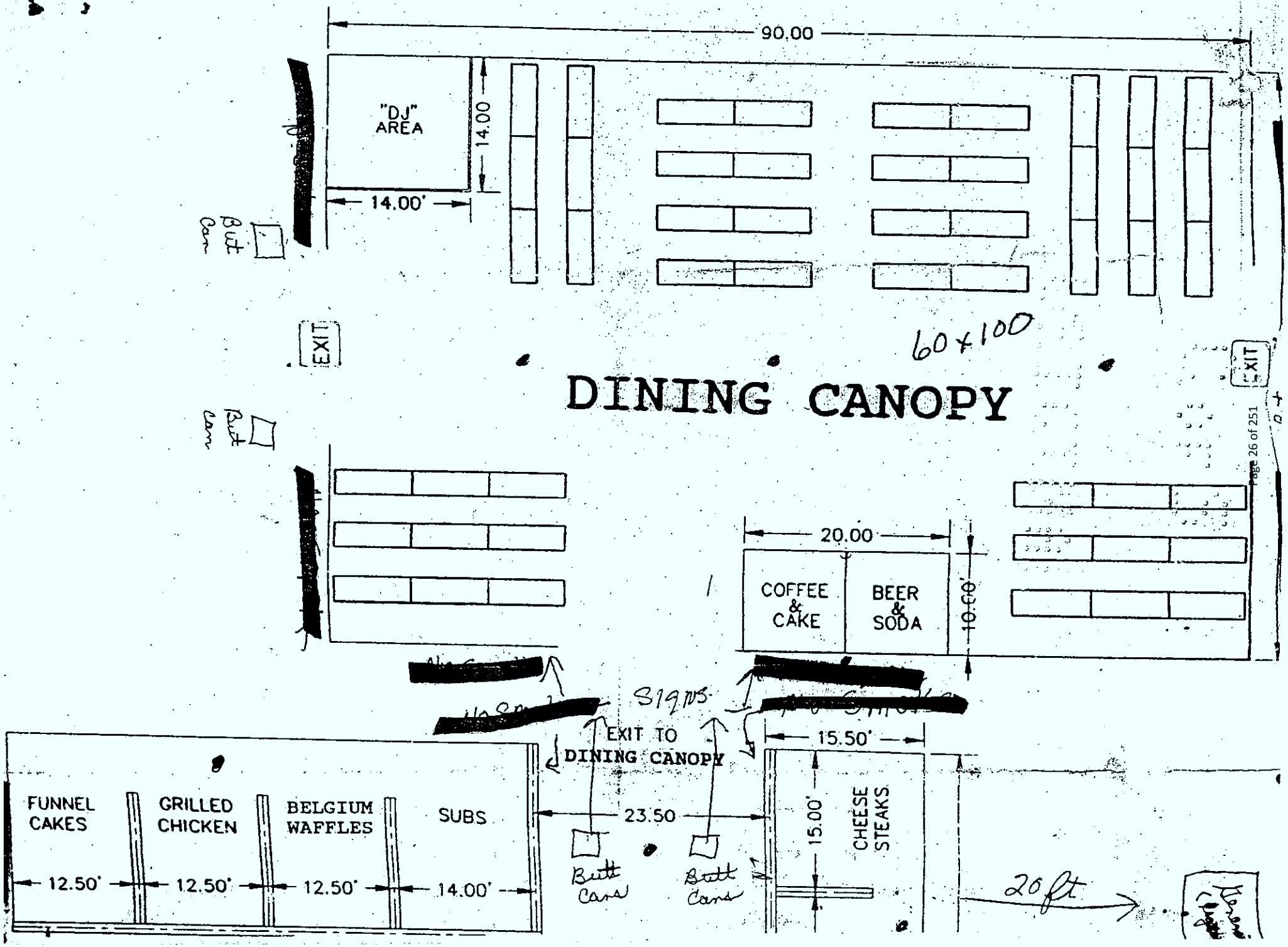
5. ALL FOOD SERVICE WILL BE PROVIDED BY ALL SAINTS

6. ALCOHOLIC BEVERAGES WILL BE SOLD

7. ALL SAINTS WILL PROVIDE AND PAY FOR OFF DUTY POLICE OFFICERS

8. TENTS WILL SHOW
   a) EXIT SIGNS
   b) NO SMOKING SIGNS
   c) ASH TRAYS AT ALL ENTRANCES
   d) FIND ENCLOSED "FLAME RESISTANCES CERTIFICATES"
   e) FIRE EXTINGUISHERS (8) 10-4A 40B.C. RATINGS TESTED AND TAGGED WILL BE UNDER THE TENT

Carn09hrs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GRILLED CHICKEN
BELGIUM WAFFLES
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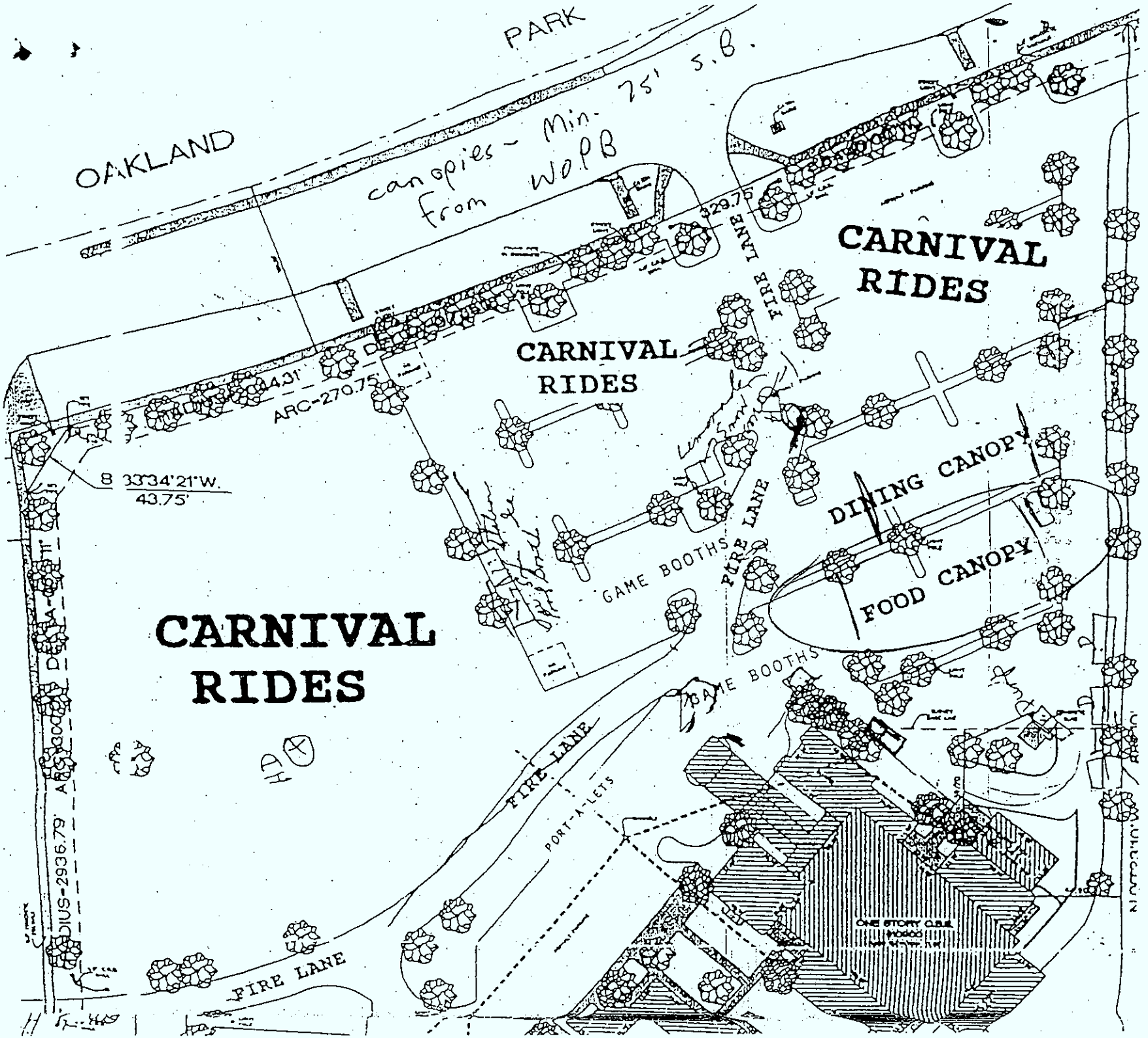
PARK
OAKLAND
canopies - Min. 75' S.B.
from WOPB
$29.75'
FIRE LANE
CARNIVAL RIDES
CARNIVAL RIDES
ARC-270.75'
B 33°34'21"W.
43.75'
DINING CANOPY
FOOD CANOPY
GAME BOOTHS
FIRE LANE
CARNIVAL RIDES
GAME BOOTHS
FIRE LANE
PORT-A-LETS
FIRE LANE
ONE STORY C.B.S.
35 ft set back

CODE ENFORCEMENT

2009 DEC -7 PM 1:29

Memorandum

To: Planning & Development Department – Becky Bridges Hanna
Fire Department – Rosemary Deming, Fire Life Safety Division
Police Department – David McCann, Police Department

From: Jo Ann Melem, Secretary
Code Enforcement Division

Date: December 1, 2009

Subject: **Special Event __X___ Temporary Outdoor Sales_____**

Please review the attached request and fax your comments and approval to 954-838-7653 or **E-MAIL your comments**. ***(I do not need the attachments.)***

Applicant:	**ALL SAINTS CATHOLIC CHURCH**
Event:	**CARNIVAL**
Location:	**10900 W OAKLAND PARK BLVD**
Date(s):	**FEBRUARY 11, 12, 13, and 14, 2010**
Time:	**THURSDAY FEB 11, 2010 – 6 P.M. TO 10 P.M.**
	FRIDAY FEB 12, 2010 – 5 P.M. TO 11 P.M.
	SATURDAY FEB 13, 2010 – 12 NOON TO 11 P.M.
	SUNDAY FEB 14, 2010 – 12 NOON TO 10 P.M.

APPLICANT HAS BEEN ADVISED TO APPLY FOR ALL NECESSARY PERMITS

Please call me at Ext. 2344, should you have any questions or need additional information. Thank you for your assistance and cooperation.

Please respond below by DECEMBER 4, 2009.

Comments: Additional remarks via email.
- EVENT IS STAFFED BY Police with
onsite command post - operational plan.
Special attention should be given to pedestrian safety.

Planning Department _____ **Date** _____

Fire Department _____ **Date** _____

Police Department [signature] **Date** 12/3/2009

Melem, JoAnn

From: McCann, David
Sent: Friday, December 04, 2009 6:31 PM
To: Melem, JoAnn; Gerity, Brian
Subject: Special Event Approval

Jo Ann

In a recent Special Exception / Event request you asked the Police Departments to process comments & approvals ASAP. I just wanted to let you I interoffice the original today.

Comments: The All Saints Church Carnival is an annual event hosted every year and historical records reflect that we have had limited police incidents.
This event is staffed by the Police Department who will have an onsite command post, operational plan and officers to handle any safety and security concerns during carnival operations.

All Saints should ensure that pedestrian safety and adequate parking is available.

If you have any questions or concerns please let me know.

David

Please note that Florida has a broad public records law, and that all correspondence to me via email may be subject to disclosure.
This message, together with any attachments, is intended only for the addressee. It may contain information that is legally privileged, confidential and exempt from disclosure. If you are not the intended recipient, you are hereby notified that any disclosure, copying, distribution, use, or any action or reliance on this communication is strictly prohibited. If you have received this e-mail in error, please notify the sender immediately by return e-mail and delete the message, along with any attachments.

McCann, David
City of Sunrise
Email: DMcCann@cityofsunrise.org
Website: http://www.cityofsunrise.org

CODE ENFORCEMENT

2009 DEC -4 PM 3:35

Memorandum

To: Planning & Development Department – Becky Bridges Hanna
Fire Department – Rosemary Deming, Fire Life Safety Division
Police Department – David McCann, Police Department

From: Jo Ann Melem, Secretary
Code Enforcement Division

Date: December 1, 2009

Subject: **Special Event __X__ Temporary Outdoor Sales_____**

Please review the attached request and fax your comments and approval to 954-838-7653 or **E-MAIL your comments.** ***(I do not need the attachments.)***

Applicant: **ALL SAINTS CATHOLIC CHURCH**
Event: **CARNIVAL**
Location: **10900 W OAKLAND PARK BLVD**
Date(s): **FEBRUARY 11, 12, 13, and 14, 2010**
Time:
THURSDAY FEB 11, 2010 – 6 P.M. TO 10 P.M.
FRIDAY FEB 12, 2010 – 5 P.M. TO 11 P.M.
SATURDAY FEB 13, 2010 – 12 NOON TO 11 P.M.
SUNDAY FEB 14, 2010 – 12 NOON TO 10 P.M.

APPLICANT HAS BEEN ADVISED TO APPLY FOR ALL NECESSARY PERMITS

Please call me at Ext. 2344, should you have any questions or need additional information. Thank you for your assistance and cooperation.

Please respond below by DECEMBER 4, 2009.

Comments: OK for zoning

Planning Department R. Bridges Hanna **Date** 12/2/09

Fire Department_____ **Date** _____

Police Department_____ **Date** _____

CODE ENFORCEMENT

2009 DEC -4 PM 3:22

Memorandum

To: Planning & Development Department – Becky Bridges Hanna
Fire Department – Rosemary Deming, Fire Life Safety Division
Police Department – David McCann, Police Department

From: Jo Ann Melem, Secretary
Code Enforcement Division

Date: December 1, 2009

Subject: **Special Event __X___ Temporary Outdoor Sales_____**

Please review the attached request and fax your comments and approval to 954-838-7653 or **E-MAIL your comments**. ***(I do not need the attachments.)***

Applicant:	**ALL SAINTS CATHOLIC CHURCH**
Event:	**CARNIVAL**
Location:	**10900 W OAKLAND PARK BLVD**
Date(s):	**FEBRUARY 11, 12, 13, and 14, 2010**
Time:	**THURSDAY FEB 11, 2010 – 6 P.M. TO 10 P.M.**
	FRIDAY FEB 12, 2010 – 5 P.M. TO 11 P.M.
	SATURDAY FEB 13, 2010 – 12 NOON TO 11 P.M.
	SUNDAY FEB 14, 2010 – 12 NOON TO 10 P.M.

APPLICANT HAS BEEN ADVISED TO APPLY FOR ALL NECESSARY PERMITS

Please call me at Ext. 2344, should you have any questions or need additional information. Thank you for your assistance and cooperation.

Please respond below by DECEMBER 4, 2009.

Comments: Everything appears in order with the exception of the "No Smoking" signs were crossed out for the tent.

Planning Department _____ **Date** _____

Fire Department A-N/C R Deming **Date** 12/4/09

Police Department _____ **Date** _____

SPECIAL EVENT APPLICATION

CORY

CITY OF SUNRISE
& CODE ENFORCEMENT
1607 N.W. 136 AVENUE – BLVD B
SUNRISE, FL 33323-2835
PHONE 954-572-2344
FAX 954-838-7653

ALL SPECIAL EVENTS REQUIRE 60 (SIXTY) DAYS TO PROCESS

Applicant Information

Name: ALL SAINTS CATHOLIC CHURCH	Date:
Business Address: 10900 W. OAKLAND PK. BLVD	
City, State Zip:	Contact Person Phone #: CONNIE KOKONAS 954-328-4443
Business Phone #: 954-742-2666	Business Fax # 954-741-7238

Location Information

Location of Event: *(Be Specific)*	10900 W. OAKLAND PK BLVD
Property of Event is:	☐ Vacant (undeveloped) ☒ Developed
Date of Event:	FEB 11TH, 12TH, 13TH, 14TH 2010 CARNIVAL
Hours of Event:	5-10 PM, 5-11 PM, 12-11PM, 12-10PM

Description of special event: FOOD + BEVERAGE

CHECKLIST

☐ Completed Application
☐ Application fee $100.00

☐ $250.00 Refundable Clean-Bond posted

☐ Certificate of Insurance with the following minimum insurance limits showing City of Sunrise as Certificate Holder:
$1,000,000.00 Bodily Injury Liability and Property Damage
$1,000,000.00 Liquor Liability (if applicable)
$1,000,000.00 Motor Vehicle Liability and Workers' Compensation

☐ Compliance with all provisions of the **Sunrise Code, Section 7-106 Requirements and Restrictions.**

☐ Site Plan of event and surrounding property with the layout of any equipment, egress/ingress locations, parking and any temporary canopies or structures.

☐ Building Permits obtained (if required)

☐ Notarized letter of permission from property owner

CITY OF SUNRISE FLORIDA

AGENDA ITEM REQUEST

Originating Department: Purchasing

Item Title: Amendment

Item Number: 9 B **Meeting Date:** 1/12/2010

City Reference Number (C#): C09451

Item Description:

Approval to amend Resolution 02-223 to authorize staff to enter into an annual support and maintenance agreements with Sungard Public Sector, Inc. of Lake Mary, Florida, for the MIS Department.

Funding:

001-1701-519.34-07 Contractual Services - Software

Amount:

Not to exceed departmental budget amount. Subsequent years subject to budget approval.

Attachments:
CAO Resolution

Background:

The H.T.E. application currently used by the City must have yearly ongoing software maintenance agreements and training for continued uninterrupted functioning of the modules. The Purchasing Division recommends amending Resolution 02-223 to specifically include maintenance and other related agreements as part of the resolution. Additionally, H.T.E. had a name change to Sungard Public Sector, Inc.. The Purchasing Division recommends amending Resolution 02-223 to change the company name from H.T.E. to Sungard Public Sector, Inc.

Department Head Recommendation:
Approval

Person With Additional Information:
Name: Lynne Sorrenti Phone: 954.572.2277

Department Head Name and Title:
Paul Rowell, MIS Director

City Manager:
Authorized for agenda placement

SUNRISE, FLORIDA

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF SUNRISE, FLORIDA, AMENDING RESOLUTION 02-223; RECOGNIZING A COMPANY NAME CHANGE FROM H.T.E., INC. TO SUNGARD PUBLIC SECTOR, INC.; AUTHORIZING THE PURCHASING AND MIS DIRECTORS TO NEGOTIATE AND EXECUTE MAINTENANCE AGREEMENTS AND OTHER RELATED DOCUMENTS WITH SUNGARD PUBLIC SECTOR, INC., OF LAKE MARY, FLORIDA, (F/K/A H.T.E., INC.); AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Commission, through Resolution 02-223, approved a Software License, Services Agreement, and purchase of additional licensed software modules with H.T.E., Inc., of Lake Mary, Florida; and

WHEREAS, H.T.E., Inc. has changed its name to Sungard Public Sector, Inc.; and

WHEREAS, yearly maintenance agreements and training are necessary for the continued uninterrupted functioning of the modules;

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

Section 1. Resolution No. 02-223 is hereby amended to authorize the Purchasing and MIS Directors to negotiate, finalize and execute Software License and Services Agreements, maintenance agreements for software modules, and other related documents with Sungard Public Sector,

Inc., (f/k/a H.T.E., Inc.), subject to review and approval by the City Attorney.

Section 2. Because software and services will be purchased from the developer of the City's existing software are only available from a single source, the City's formal bidding procedures are hereby waived.

Section 3. Effective Date. This Resolution shall be effective immediately upon its passage.

PASSED AND ADOPTED THIS _____ DAY OF _____, 2010.

_____
Mayor Roger B. Wishner

Authentication:

_____
Felicia M. Bravo
City Clerk

MOTION: _____
SECOND: _____

ALU: ____
ROSEN: ____
SCUOTTO: ____
SOFIELD: ____
WISHNER: ____

Approved by the City Attorney
as to Form and Legal Sufficiency._____
Stuart R. Michelson

CITY OF SUNRISE FLORIDA

AGENDA ITEM REQUEST

Originating Department: Utilities

Item Title: Amendment

Item Number: 9 C

Meeting Date: 1/12/2010

City Reference Number (C#): C09443

Item Description:

Approval of Amendment No. 2 to Project Agreement 08-008 with Youngquist Brothers, Inc., extending the term of the contract for emergency repairs to the Sawgrass CW-I injection and monitor wells.

Funding:

N/A

Amount:

N/A

Attachments:
CAO Resolution

Amendment 2

Background:

In July 2008, the City entered into an agreement with Youngquist Brothers, Inc. (YBI) for emergency repairs to the Sawgrass CW-1 injection and monitor wells. On August 11, 2009, the City Commission approved Amendment No. 1 to the agreement, providing an extension of the term of the agreement from June 24 to December 18, 2009 for additional work to accomodate a change in the design for the Sawgrass Concentrate Disposal Well, and the alternative rehabilitation of the Deep Zone Monitoring Well at the Sawgrass Water Treatment Plant. This extension anticipated prompt receipt of regulatory approval from the Florida Department of Environmental Protection (FDEP) of the submitted Major Modification and alternative design request. Since this regulatory approval is now expected on or after December 14, 2009, an additional extension to July 31, 2010 is necessary to complete the final modifications to the disposal well and monitoring wells, as well as documentation to support issuance of the operation permit and close the project.

Department Head Recommendation:
Approval

Person With Additional Information:
Name: Hector D. Castro Phone: 888-6055

Department Head Name and Title:
Hector D. Castro, Utilities Director

City Manager:
Authorized for agenda placement

SUNRISE, FLORIDA

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF SUNRISE, FLORIDA, AUTHORIZING A SECOND AMENDMENT TO PROJECT AGREEMENT NO. 08-008 BETWEEN THE CITY OF SUNRISE AND YOUNGQUIST BROTHERS, INC., FOR THE RENEWAL OF THE CONCENTRATE WELL FOR THE SAWGRASS TREATMENT PLANT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Commission approved a Project Agreement with Youngquist Brothers, Inc. on July 8, 2008 for the renewal of the Sawgrass Water Treatment Plant concentrate disposal well; and

WHEREAS, the City Commission approved a First Amendment to the Project Agreement on August 11, 2009 for additional modifications and to extend the term of the Agreement to December 18, 2009; and

WHEREAS, the previous extension required receipt of regulatory approval from the Florida Department of Environmental Protection (FDEP) of the submitted modifications; and

WHEREAS, FDEP approval is not expected until December 14, 2009, which requires an additional extension of the term of the Agreement for the previously approved additional modifications to be achieved;

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

Section 1. A Second Amendment to Project Agreement No. 08-008 between the City of Sunrise and Youngquist Brothers, Inc. to extend the term of the Agreement to July 31, 2010 to complete the modifications to the Sawgrass Water Treatment Plant Concentrate Well Project is hereby approved. A copy of the Amendment is attached hereto and made a part of this Resolution as Exhibit "A."

Section 2. The Mayor is hereby authorized to execute all necessary documents in connection with this Second Amendment. The City Manager is authorized to extend the term of the Agreement, not to exceed 180 working days beyond July 31, 2010.

Section 3. Effective Date. This Resolution shall be effective immediately upon its passage.

PASSED AND ADOPTED THIS _____ DAY OF _____, 2010.

_____
Mayor Roger B. Wishner

Authentication:

_____
Felicia M. Bravo
City Clerk

MOTION: _____
SECOND: _____

ALU: ____
ROSEN: ____
SCUOTTO: ____
SOFIELD: ____
WISHNER: ____

Approved by the City Attorney
as to Form and Legal Sufficiency._____
Stuart R. Michelson

AMENDMENT No. 2

To

PROJECT AGREEMENT

Between

THE CITY OF SUNRISE

And

Youngquist Brothers, Inc.

For

EMERGENCY REPAIRS TO THE SAWGRASS CW-1 INJECTION & MONITOR WELLS

Sunrise Project No. 08-008

This Amendment No.2 to Project Agreement No. 08-008-YBI entered into between the City of Sunrise and Youngquist Brothers, Inc. (YBI) whose principal place of business is YBI, 15465 Pine Ridge Road, Fort Myers, Florida 33908.

WHEREAS, a Project Agreement was entered into between the City of Sunrise and YBI on July 8, 2008, which said agreement was authorized under Resolution No. 08-59-08-A (collectively referred to as "Project Agreement"); and

WHEREAS, the parties desire to amend Project Agreement No. 08-008-YBI to extend the Term of the agreement from the **December 18, 2009 expiration date to July 31, 2010**;

NOW THEREFORE, inconsideration of the mutual covenants and obligations created hereby, as well as good and valuable considerations, the parties agree as follows:

1. TERM. The Project Agreement shall continue in full force and effect through **July 31, 2010** unless otherwise terminated pursuant to Section 4 or other applicable provisions of the Project Agreement. The City Manager, in his sole discretion, may extend the term of this Agreement through written notification to the CONSULTANT. Such extension shall not exceed 180 working days. No further extensions of this Agreement shall be effective unless authorized by the City Commission.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: The CITY, signing by and through its Mayor, attested to by its City Clerk, duly authorized to execute same and by MWH Americas, Inc. by and through its Vice President, duly authorized to execute same.

CITY

CITY OF SUNRISE, FLORIDA

By: _____
Mayor Roger Wishner

_____ day of _____, 20__.

AUTHENTICATION:

_____
City Clerk

(SEAL) Seal

Approved as to form:

Stuart Michelson, City Attorney
City of Sunrise
10770 W. Oakland Park Blvd.
Sunrise, Florida 33351
Telephone: (954) 746-3300

By: _____
Stuart Michelson, Esq.
City Attorney

CONTRACTOR

YOUNGQUIST BROTHERS, INC.

By: _____
Brett Youngquist, V.P.
15465 Pine Ridge Road
Fort Myers, FL 33908

2 day of December, 2009

(CORPORATE SEAL)

WITNESSES:

_____

_____

CITY OF SUNRISE FLORIDA

AGENDA ITEM REQUEST

Originating Department: Utilities

Item Title: Amendment

Item Number: 9 D

Meeting Date: 1/12/2010

City Reference Number (C#): C10007

Item Description:

Approval of Amendment No. 1 to Project Agreement No. 08-007-MWH under the terms and conditions of Continuing Services Agreement (04)C-18-M, as amended, to provide for changes in scope and schedule for engineering oversight, permitting and construction management services for the repairs to the Sawgrass WTP Concentrate Well No.1.

Funding:

402-6137-533.65-05 $24,000; 402-6137-533.65-10 $51,270

Amount:

$75,270

Attachments:
CAO Resolution

Background:

The repairs to the City's Sawgrass Water Treatment Plant (WTP) are nearing completion. We anticipate that the Florida Department of Environmental Protection (FDEP) Underground Injection Control (UIC) division will be issuing a final report and operating permit for the well system within the next three (3) to six (6) months. This has been an arduous process that started when the original injection well casing failed catastrophically in 2007. After a thorough forensic engineering evaluation of the failure, our engineers recommended that we attempt to repair the well system in lieu of abandonment and replacement. The estimated cost differential between the two options was approximately $4,000,000 (with repairs estimated to be $3,000,000 and complete replacement estimated at $7,000,000). The FDEP issued a permit to the City on June 5, 2008 that provided for the repair (or if necessary replacement) of the well system. The Commission approved two contracts at the June 24, 2008 meeting, one to Youngquist Brothers, Inc. to perform the necessary repairs, and one with MWH Americas, Inc. to provide engineering oversight, construction management services, and coordination with the permitting regulatory agencies (FDEP UIC). The cost of these contracts were $2,799,500 (Youngquist Brothers for the construction), and $380,000 (MWH for engineering & construction management services). These contract awards anticipated that the well system could be repaired and that the repair process would proceed without complications. We advised the Commission at the time of the award of these contracts that it was possible (even likely) that there would be some complications that may require change orders or amendments to the contracts as we pursued the designed repair process. In the likely event of a complication, the Commission would be apprised of the situation and any modifications to either contract would require Commission approval. The repair process developed complications that necessitated significant changes to the repair approach. The repair process required that the contractor remove over 6 tenths of a mile (3,400 feet) of corroded steel tubing, which formed the inner casing of the injection well, and a "packer" assembly at the bottom of the well (which is the "seal" that insures that injected concentrate water remain in the bolder zone formation (the designated discharge zone) and not leak back up into the lower Floridan Aquifer. The contractor successfully removed 3,370 feet of the 3,400 feet of steel casing. However, despite extraordinary efforts (which included attempts to dislodge the packer assembly with high explosives detonated underground); we were unsuccessful in dislodging and removing the final 30 feet of casing and the packer assembly. At this point, the FDEP suggested that the City abandon the old well and drill a new one – the most expensive option, at approximately $7,000,000. MWH, on behalf of the City applied for, and was eventually successful at getting FDEP to award to the City a major modification to the well repair construction permit that allowed Youngquist Brothers to redrill the lowest 30 feet of the well, by deflecting the drilling bit 2

degrees off center and drilling a parallel hole adjacent to the original casing and packer. The original casing was then filled with neat cement grout to seal and abandon that portion of the original well thus avoiding possible future leakage of injectate. Once this "major modification" to the design of the repair was successfully completed, the insertion of the replacement new casing and new packer proceeded uneventfully. The construction cost to perform the major modification was negotiated with Youngquist Brothers to be $329,992, and Amendment No. 1 to Youngquist Brother's contract was awarded by the Commission on August 11, 2009 in this amount. However, the corresponding contract for construction management services with MWH was not altered at that time because there were several issues yet to be worked out with the FDEP on the final design of the major construction modification, and the terms and conditions of the final Operating Permit that would be issued. While the physical configuration of the injection well system had been definitively determined and agreed to, such issues as permitted injection capacity of the repaired well, and classification of the well under UIC rules remained to be worked out before a clear level of engineering effort could be determined. Therefore, an amendment to MWH's contract for well repair oversight and permitting services could not be finalized at that time. We now have final determination from FDEP on all aspects of the configuration, design, capacity, operating parameters and required testing that will allow the engineers to complete their work for the City. The proposed Amendment No.1 to Project Agreement No. 08-007-MWH – "Oversight and Construction Management Services of Emergency Repairs to CW-1" finalizes the scope of services, schedule and fees that will allow our consultants to complete the work necessary to provide the City with a fully functional, properly permitted Class I Industrial Injection Well at the Sawgrass Water Treatment Plant. The negotiated price for this amendment of $75,270 is approximately 20% less than the consultant originally requested for the work. This amendment extends the expiration date of the Project Agreement to July 31, 2010. Staff recommends approval this amendment to MWH's contract. As a side note, and to put this complicated project into proper perspective, it is important to recall that the maximum exposure that the City had in repairing or replacing Concentrate Well No.1 at the Sawgrass WTP was approximately $7,000,000. The combined cost to complete the repairs to CW-1 (including both Youngquist Brothers construction contract and MWH's oversight/permitting contract) totals $3,584,762 (assuming Commission approval of this amendment). This total cost is roughly 51% of the maximum possible cost the City could have incurred. A cost avoidance of over $3,400,000 was achieved as a result of the hard work and dedication provided by City staff and our consultants.

Department Head Recommendation:
Approval

Person With Additional Information:
Name: Hector D. Castro

Phone: 954-888-6055

Department Head Name and Title:
Hector D. Castro, P.E., Utilities Director

City Manager:
Authorized for agenda placement

SUNRISE, FLORIDA

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF SUNRISE, FLORIDA, APPROVING AMENDMENT NO. 1 TO PROJECT AGREEMENT NO. 08-007-MWH, BETWEEN THE CITY OF SUNRISE AND MWH AMERICAS, INC., UNDER THE TERMS AND CONDITIONS OF CONTINUING SERVICES AGREEMENT (04)C-18-M, AS AMENDED, TO PROVIDE FOR CHANGES IN THE SCOPE AND SCHEDULE FOR ENGINEERING OVERSIGHT, PERMITTING AND CONSTRUCTION MANAGEMENT SERVICES FOR THE REPAIRS TO THE SAWGRASS WATER TREATMENT PLANT CONCENTRATE WELL NO. 1; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on June 24, 2008, the City, under the terms and conditions of Continuing Services Agreement (04)C-18-M, entered into a Project Agreement with MWH Americas, Inc. for repairs to the Sawgrass Water Treatment Plant Concentrate Well No. 1; and

WHEREAS, this Project Agreement award, along with a simultaneous contract award for construction services, anticipated that the well system could be repaired and that the repair process would proceed without complications; and

WHEREAS, during the repair process it was identified that significant changes would be required; and

WHEREAS, MWH Americas, Inc. was successful in getting the Florida Department of Environmental Protection (FDEP) Underground Injection Control (UIC) division to award a major modification to the well repair construction permit

which provided a substantial savings to the City over FDEP's initial suggested course of action of abandoning the old well and drilling a new one; and

WHEREAS, additional construction management services were required to receive FDEP's approval of the final design of the major construction modification; and

WHEREAS, an amendment to the original Project Agreement could not be finalized until the final scope of work had been identified and FDEP's approval achieved;

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

Section 1. Amendment No. 1 to Project Agreement No. 08-007-MWH, between the City of Sunrise and MWH Americas, Inc., under the terms and conditions of Continuing Services Agreement (04)C-18-M, as amended, is hereby approved. A final copy of the Amendment is attached hereto and made a part of this Resolution as Exhibit "A."

Section 2. The Mayor is hereby authorized to execute all necessary documents in connection with this Amendment.

Section 3. Effective Date. This Resolution shall be retroactive to June 24, 2009.

PASSED AND ADOPTED THIS _____ DAY OF _____, 2010.

_____
Mayor Roger B. Wishner

Authentication:

_____
Felicia M. Bravo
City Clerk

MOTION: _____
SECOND: _____

ALU: ____
ROSEN: ____
SCUOTTO: ____
SOFIELD: ____
WISHNER: ____

Approved by the City Attorney
as to Form and Legal Sufficiency._____
Stuart R. Michelson

AMENDMENT NO. 1

To

PROJECT AGREEMENT

Between

THE CITY OF SUNRISE

And

MWH Americas, Inc.

For

PROFESSIONAL OVERSIGHT AND CMS OF EMERGENCY REPAIRS TO THE SAWGRASS CW-1 INJECTION & MONITOR WELLS

Sunrise Project No. 08-007-MWH

This Amendment No.1 to Project Agreement No. 08-007-MWH entered into between the City of Sunrise and MWH AMERICAS, Inc. (MWH) whose principal place of business is MWH, 490 Sawgrass Corporate Parkway, Suite 300, Sunrise, Florida 33325.

WHEREAS, a Project Agreement was entered into between the City of Sunrise and MWH on July 8, 2008, which said agreement was authorized under Resolution No. 04-7-08-C (collectively referred to as "Project Agreement"); and

WHEREAS, the parties desire to amend Project Agreement No. 08-007-MWH to extend the Term of the agreement from the **June 24, 2009 date to July 31, 2010**;

WHEREAS, the parties desire to amend the Project Agreement to include design and field services caused by conditions discovered during the progress of the work;

WHEREAS, the parties desire to amend the Project Agreement to include compliance with the Major Modification permit application to the FDEP UIC for CW-1 and DZMW-1 resulting from unforeseen conditions encountered during the initial Minor Modification well rehabilitation work;

WHEREAS, the parties desire to amend the Project Agreement to include completion of the Operation permit renewal application for the CW-1 Injection Well System, which by FDEP policy, was submitted in a timely manner to the FDEP on April 16, 2009;

NOW THEREFORE, inconsideration of the mutual covenants and obligations created hereby, as well as good and valuable considerations, the parties agree as follows:

1. TERM. The Project Agreement shall continue in full force and effect through **July 31, 2010** unless otherwise terminated pursuant to Section 4 or other applicable provisions of the Project Agreement. The City Manager, in his sole discretion, may extend the term of this Agreement through written notification to the CONSULTANT. Such extension shall not exceed 180 working days. No further extensions of this Agreement shall be effective unless authorized by the City Commission.

2. TIME AND MATERIALS COMPENSATION. CITY agrees to pay CONSULTANT as compensation for performance of services as related to the Project, at an hourly rate based on the rate schedule listed in **Exhibit "A"** of the Continuing Services Agreement. Reimbursement of ODC will comply with the terms of the Continuing Services Agreement. The budget appropriation for this

Amendment for Additional Professional Services including Other Direct Costs is **$75,270.** Any increase in this appropriation shall require approval of the City Commission

3. This Project Agreement No. 08-007-MWH, and as amended, shall be governed by the laws of the State of Florida. Should the Parties be involved in legal action arising under, or connected to, this Agreement, each party will be responsible for their own attorney's fees and costs. The venue for any litigation will be Broward County, Florida. Both Parties hereby agree to waive a jury trial, and will proceed to a trial by judge if necessary.

4. PERSONNEL ASSIGNED TO PROJECT. The CONSULTANT shall assign only qualified personnel to perform any services concerning this Project. At the time of execution of this Agreement, the parties anticipate that the following named individuals will perform those supervisory or primary functions indicated:

NAME	**FUNCTION**
Harold Aiken	Client Services Manager
Susan Bodmann	Project Manager
John Largey	Lead Hydrogeologist
Brian LaMay	Lead Engineer
Neil Johnson	QA/QC Coordinator

So long as the individuals named above remain actively employed or retained by the CONSULTANT, they approved to perform the functions indicated next to their names. The CITY reserves the right to reject any proposed substitution for any of the above named individuals, and the CITY shall have the further right to require that any individual assigned to the Project by the CONSULTANT be removed from the Project and reassigned for good cause.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: The CITY, signing by and through its Mayor, attested to by its City Clerk, duly authorized to execute same and by MWH Americas, Inc. by and through its Vice President, duly authorized to execute same.

CITY

CITY OF SUNRISE, FLORIDA

By: _____
Mayor Roger Wishner

_____ day of _____, 20__.

AUTHENTICATION:

_____
City Clerk

(SEAL) Seal

Approved as to form:

Stuart Michelson, City Attorney
City of Sunrise
10770 W. Oakland Park Blvd.
Sunrise, Florida 33351
Telephone: (954) 746-3300

By: _____
Stuart Michelson, Esq.
City Attorney

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CONSULTANT

MWH AMERICAS, INC.

By: _____
Harold V. Aiken, P.E.
Vice President

2 day of December, 2009

AUTHENTICATE:

_____
Secretary

_____
Please type name of Secretary

(CORPORATE SEAL)

WITNESSES:

_____

_____

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EXHIBIT "1"

TO

PROJECT AGREEMENT
SUNRISE PROJECT NO. 08-007-MWH
AMENDMENT NO. 1

PROFESSIONAL OVERSIGHT AND CMS OF EMERGENCY REPAIRS TO THE SAWGRASS CW-1 INJECTION & MONITOR WELLS

PROJECT DESCRIPTION

On June 5, 2008 the City received from FDEP approval of an application for a Minor Modification to the City's FDEP Operation Permit 0129008-003-UO for the Concentrate Disposal Well System at the Sawgrass Utility Complex. The purpose of the Minor Modification was to allow the rehabilitation and testing of CW-1 and DZMW-1. The work plan submitted to FDEP under the Minor Modification was to correct a loss of pressure in the annular space between the final casing and the injection tubing that does not meet the requirements of Chapter 62-528.410(7)(c), Florida Administrative Code.

After initiating the Minor Modification work, it was discovered that the CW-1 inner injection tubing was in a state of very advanced deterioration that was not detectable during a down-hole camera inspection which was limited by collapse of the upper tubing, obstructing the remainder of the tubing below 1,176 feet bls. The injection tubing was so heavily deteriorated that removal operations required three additional months to achieve sufficient tubing extraction acceptable to FDEP under the Minor Modification work plan. The main tubing removal required extensive communication with FDEP to obtain approvals for the variety of actions taken by the contractor in their efforts to remove all of the tubing and the existing packer at the base of the injection tubing. Ultimately, the existing packer would not release and 8 feet of the old tubing and the packer itself was left at the bottom of the casing. Because a section of tubing was not removed and the condition of the final casing, it was decided that the replacement tubing should be cemented in place. A Major Modification Application to the existing FDEP Underground Injection Control (UIC) Operation Permit No. 0129008-004-UO for the Concentrate Injection Well System, containing an Alternative Design Work Plan needed to be generated and submitted to FDEP to comply with regulations before the well could be completed. The Alternative Design Work Plan outlined a plan to cement the final 16-inch OD Fiberglass Reinforced Plastic (FRP) replacement injection tubing into the existing final steel casing of CW-1 above the abandon packer and tubing section. Once final approval of the Major Modification and the Alternative Design Work Plan is obtained, the FRP injection tubing can be cemented in place. Testing to prove the Mechanical Integrity of the well and establish the FDEP acceptable flow rate can then commence. A final FDEP inspection will be conducted following testing and a final report detailing the modification of CW-1 and the associated monitor well DZMW-1 will be completed and submitted to FDEP for review, comment, and acceptance.

Rehabilitation of the Dual-Zone Monitor well to correct a connection between the upper and lower zone was conducted under a separate project agreement. Rehabilitation included the abandonment of the lower monitor zone by filling it with cement. Once filled with cement the zone was to be milled out as the new lower zone borehole was drilled. Additional time was required when it became obvious that the lower casing of the Dual-Zone Monitor well could not be milled out as previously planned by the contractor. A specialized insert to the well, called a "Whipstock", had to be designed and submitted to FDEP for approval. The contractor fabricated the Whipstock to the FDEP approved specifications. The approval of this alternative well completion methodology was achieved through extensive communication with FDEP reviewers. Following insertion of the Whipstock into the well, the new lower zone borehole was advanced at a 3 degree deflection from the abandoned lower zone. Prior to the contractor temporarily demobilizing from the site, the surface facilities for DZMW-1 were re-established. This well will need to be placed back into service, a new baseline water quality sample taken from both monitor zones, and a final FDEP inspection performed before full acceptance of the well by FDEP is granted under the approved FDEP Minor Modification Work Plan.

During the course of intense communication with the FDEP as part of these efforts, the CONSULTANT simultaneously assisted the City with the renewal application to FDEP for the City's existing FDEP Operation Permit 0129008-003-UO. An application for the Operation Permit renewal was required to be submitted before April 16, 2009, in spite of ongoing rehabilitation work on the well system. The Operation Permit Renewal Application was prepared as part of a prior project agreement. The Operation Permit Renewal Application will be reviewed by FDEP upon receipt of the completion report for modifications to the Concentrate Well System at the Sawgrass Utility Complex. Under this agreement, it is anticipated that response to FDEP's comments and questions concerning the Operation Permit Renewal Application will be prepared. Completion of the Operation Permit Renewal will require close coordination with FDEP, FDEP acceptance of provided responses, review of draft permit documents, and coordination of public notices and public meetings.

EXHIBIT "2"

TO

PROJECT AGREEMENT
SUNRISE PROJECT NO. 08-007-MWH
AMENDMENT NO. 1

PROFESSIONAL ENGINEERING SERVICES TO COMPLETE THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION MAJOR MODIFICATION PERMIT AND OPERATION PERMIT REQUIREMENTS FOR SAWGRASS CONCENTRATE INJECTION WELL SYSTEM

SCOPE OF WORK

SECTION 7 MISCELLANEOUS SERVICES

The CONSULTANT will provide professional engineering and geologic services to complete work approved by the FDEP under the City's Major Modification Permit Alternative Design Work Plan and the renewal of the City's Operation Permit for the Concentrate Disposal Injection Well at the Sawgrass Utility Complex.

7.1 PROJECT CONTROL

The CONSULTANT will prepare for and attend monthly progress meetings with the CITY. The project will be considered complete when the final invoice is submitted and approved by the CITY. The CONSULTANT will monitor the contractor's progress as part of the CONSULTANT's preparation of the required FDEP Weekly Construction Report. A total of six weekly reports are anticipated for this effort. The CONSULTANT will review contractor invoices and make recommendation to the CITY for payment.

Deliverables:

- A total of six (6) FDEP Weekly Progress Reports

7.2 COMPLIANCE WITH FDEP MAJOR MODIFICATION PERMIT

FDEP permit issuance provides for the Major Modification and Alternative Design Work to be concluded. Compliance with the Major Modification and Alternative Design Work Plan will require that the injection tubing be cemented into the CW-1 final well casing, tested to prove the Mechanical Integrity of the well and to establish the well injection rating. A final FDEP inspection will be conducted following testing and a final report prepared by the CONSULTANT detailing the modification of CW-1 and the associated monitor well DZMW-1. The report will be submitted in draft to the CITY of review and comment. The CITY comments will be addressed and the report will be completed and submitted to FDEP for review, comment, and acceptance. It is anticipated that no more than one (1) written clarification on the report content will be prepared by the CONSULTANT.

7.2.1 Oversee Cement FRP Injection Tubing: The CONSULTANT will provide professional Engineering and Geologic services to oversee the cementing of the FRP injection tubing in CW-1 and coordinate with the FDEP reviewer. The CONSULTANT will review the contractor's cementing plan, calculate theoretical cement volumes, observe the background cement bond log before placement of cement, obtain FDEP approval of the cementing plan, record actual cement pumped, and verify the completion of cementing activities by comparison of the background cement bond log with a final cement bond and temperature log to be performed between 48 and 72 hours after the completion of annular space cementing activities as documented in the FDEP approved Alternative Design Work Plan. The CONSULTANT will provide forty (40) hours of coordination, observation and documentation for cementing activities.

7.2.2 Perform Mechanical Integrity Testing (MIT) in CW-1: The CONSULTANT will provide professional Engineering and Geologic services to oversee MIT in CW-1.

7.2.2.1 <u>Video Survey of FRP</u>: The CONSULTANT will be present during the contractor's performance of a video survey from land surface to the bottom of CW-1. The CONSULTANT will take note of visual characteristics throughout the video log, verify that the picture quality is of adequate quality, coordinate additional flushing requirements with the CONTRACTOR, and describe the side-view inspection of the base of the new tubing and the area of the abandon packer and old tubing. The CONSULTANT will also select the packer setting depth for the Pressure Test of the final injection tubing. The CONSULTANT will provide up to ten (10) hours of field

coordination, observation and documentation of the video survey to support justification of CW-1 Mechanical Integrity.

7.2.2.2 **Pressure Test of Final Injection Tubing:** The contractor will install a temporary wellhead on the well for use during pressure testing. The temporary wellhead will provide access to run the packer into the well, and provide an airtight seal. The CONSULTANT will coordinate with the FDEP reviewer on the date of the official pressure test. Prior to the official pressure test, the CONSULTANT will observe a dry run pressure test of the final injection tubing in CW-1. The CONSULTANT will work through any issues with the placement of the packer and the seal of the wellhead with the contractor. The CONSULTANT will provide a Florida licensed Professional Geologist to be present during pressure testing activities as required by FDEP. The CONSULTANT's Professional Geologist will record the pressure test results for justification of CW-1 Mechanical Integrity. The CONSULTANT will provide up to eight (8) hours of coordination and observation time for a Professional Geologist to complete pressure testing.

7.2.2.3 **Radioactive Tracer Survey (RTS) of the Final Injection Tubing:** Geophysical logging services for the high resolution temperature log and radioactive tracer survey will be provided by a service company qualified and experienced in the performance of this work, possessing appropriate certifications for the handling and use of radioactive tracers and subcontracted to the contractor. The CONSULTANT will notify FDEP reviewer 72 hours prior to the testing and will coordinate with the FDEP reviewer so that the reviewer can be present to witness the RTS. The CONSULTANT will provide a Florida licensed Professional Geologist to be present during the RTS activities as required by FDEP. The Professional Geologist will record RTS results for justification of CW-1 Mechanical Integrity. The RTS consists of a background temperature and gamma ray log, two low-flow dynamic RTS, and a final gamma ray log. The CONSULTANT will provide up to twelve (12) hours of a Professional Geologist to complete RTS observation.

7.2.2.4 **Reinstall CW-1 Wellhead:** The CONSULTANT will inspect the installation of a modified wellhead to incorporate the new FRP tubing and the associated piping and instrumentation to fit the modified wellhead configuration.

7.2.3 Dual Zone Monitor Well DZMW-1 Sampling: The Contractor will develop and collect water samples from the upper and lower zones of DZMW-1. Samples will be submitted by the City to a FDEP certified laboratory for analysis. The contractor will provide the sample results to the CONSULTANT. The CONSULTANT will review and evaluate the results and include them in the final report for modification of DZMW-1 as a new baseline for water quality.

7.2.4 Injection Test in Final Tubing: After completion of the MIT the final injection tubing, an injection test shall be run for up to 12 hours. The injection rate will be established by the CONSULTANT in consultation with the CITY. A period of 24 hours of pre-test, 12 hours of injection testing, and 48 hours of recovery readings shall be collected (84 hours of testing). During the 48-hours recovery period, no activity must occur in the injection well. The CONSULTANT will monitor the progress of the test from pre-test through the end of recovery. The CONSULTANT will receive the electronic data from the contractor and will plot and analyze the data as justification for the capacity rating of the injection well. The CONSULTANT will assist the CITY with obtaining appropriate flows for injection test of CW-1. The CONSULTANT will provide forty (40) hours of a professional geologist to observe the test set up and ensure electronic monitoring is operating correctly, testing activities to monitor flow and pressure readings, and tear down of the injection test to ensure all the collected data is transferred. The CONSULTANT will analyze the test date to ensure the data is adequate for the justification of CW-1 Mechanical Integrity.

7.2.5 Sawgrass CW-1 System FDEP Inspection: The CONSULTANT will perform a walkthrough of the site with the contractor to identify any uncompleted work and will coordinate the completion of the identified work with the contractor. The CONSULTANT will coordinate with the FDEP reviewer for a final site inspection before recommending approval of the contractor's final invoice. The CONSULTANT will provide up to thirty-two (32) hours of a professional engineer or geologist for contractor walkthrough, coordination and re-inspection of final work items, coordination and documentation of the final FDEP inspection, and coordination of FDEP comment responses.

7.2.6 Sawgrass CW-1 System Modification Report: The CITY will collect a final sample from the shallow pad monitor wells following FDEP approval of the injection test and final MIT. The CONSULTANT will draft a letter to FDEP requesting FDEP approval to place CW-1 back into operation. A report summarizing the installation and testing of the final injection tubing in CW-1 and the modification of DZMW-1 will be prepared and submitted to FDEP within 60 days of project completion. The modification report will include a summary of the system before modification, a summary of the reasons for and work performed to modify CW-1 and DZMW-1, and subsequent testing results to provide justification to FDEP for returning the well and monitor well to service.

Deliverables:

- Draft (2 copies) and Final Modification Concentrate Injection Well System Modification Report (2 copies for the CITY, 8 copies for FDEP and the TAC)

7.3 FDEP OPERATION RENEWAL PERMIT FOR CW-1 SYSTEM

The CONSULTANT prepared and submitted to FDEP an application to renew the CW-1 operating permit (Permit No. 0129008-003-UO). The operating permit consisted of required exhibits, an updated area-of-review study, analysis and interpretation of operational and water quality data for CW-1 and DZMW-1, updates to the existing Operations and Maintenance Manual, updates to the CITY's Plugging and Abandonment Plan, and certification of financial responsibility to meet the compliance deadline of April 16, 2009. To complete the permit renewal, responses to FDEP's comments and questions concerning the Renewal Application material, close coordination with the FDEP reviewer, review of draft permit documents, and coordination of public notices and public meetings are anticipated. The Final Permit will be transmitted by FDEP and will constitute completion of this task

7.3.1 Requests for Additional Information (RAI): For the purpose of this scope of work, the CONSULTANT has anticipated only one (1) clarification of the submitted material. Clarification will be provided via email to the FDEP reviewer in anticipation that no official RAIs will be issued from FDEP to the CITY. Requests by FDEP for additional calculations, groundwater models, or water quality sampling are not included in this scope of work.

7.3.2 Public Notices and Public Meetings: The CONSULTANT will coordinate with FDEP and the CITY to review the FDEP draft permit to the CITY and Public Notice, ensure that the

Public Notice of draft permit to the CITY is published appropriately, schedule and attend the Public Meeting with the CITY and FDEP, review the FDEP Notice of Intent to Issue, and obtain the Final Operation Permit for Sawgrass Utility Complex Concentrate Injection Well System Permit for the CITY. Additional meetings with FDEP, other than the Public Meeting listed above, are not included in this scope of work.

Deliverables:

- Draft and Final RAI Response to FDEP (electronic copy sent via email)

ASSUMPTIONS:

- The CITY will provide review comments on draft documents submitted in a timely manner so as not to hinder the progress of the project.
- Only six (6) Weekly Construction Reports will be prepared and submitted to FDEP.
- No more than one (1) written clarification on the final modification report will be prepared by the CONSULTANT for submittal to FDEP.
- The CITY will continue to collect weekly water levels and water quality samples from the shallow monitor wells around the CW-1 pad.
- The CITY will continue to analyze the shallow pad monitor well water quality samples for Specific Conductance, Chloride Concentration, Temperature and Total Dissolved Solids (TDS) and provide the results to the CONSULTANT.
- The CONSULTANT will provide up to forty (40) hours of observation, coordination and documentation for cementing activities.
- The CONSULTANT will provide ten (10) hours of a professional geologist to coordinate, observe, and document the video survey of CW-1.
- The CONSULTANT will provide up to eight (8) hours of coordination and observation time for a Licensed Professional Geologist for pressure testing.
- The CONSULTANT will provide up to twelve (12) hours of a Licensed Professional Geologist for RTS observation and coordination.
- The CONSULTANT will provide up to forty (40) hours of observation and data review during the injection test.
- The CONSULTANT will provide up to thirty-two (32) hours of a professional engineer or geologist for contractor walkthrough, coordination and re-inspection of final work items, coordination and documentation of the final FDEP inspection, and coordination of FDEP comment responses.

CITY OF SUNRISE FLORIDA

AGENDA ITEM REQUEST

Originating Department: Community Development Department

Item Title: Shared Parking

Item Number: 9 E

Meeting Date: 1/12/2010

City Reference Number (C#): C09426

Item Description:

A Resolution of the City of Sunrise, Florida, approving an application for shared parking for Sunrise Commerce Center, South Florida Full Gospel Assembly, Inc., Touch of Hope Christian Fellowship, Inc., and CPR Ministries International, Inc., located at the southwest corner of Sunset Strip and NW 11th Street; directing the recording of a Restrictive (Shared Parking) Covenant concerning the shared parking; and providing for an effective date.

Funding:

N/A

Amount:

N/A

Attachments:

C09426 Shared_Parking Reso CAO

Restrictive Covenant

Parking Study

Background:

Sunrise Commerce Center is a commercial strip plaza located at the southwest corner of Sunset Strip and NW 11th Street that contains a mixture of commercial uses and four existing public assembly uses. Two new public assembly uses and the expansion of one existing public assembly use are proposed which will result in a net deficit of 122 parking spaces. However, a parking study (attached) shows that with shared parking, sufficient spaces are available to meet the requirements of the Land Development Code. The results of the shared parking study prepared for Sunrise Commerce Center demonstrates that shared parking is viable since the majority of existing businesses in the shopping center and the proposed public assembly uses will operate at different times of the day or on different days of the week. Therefore the availability of parking spaces at the Sunrise Commerce Center is sufficient. The request for shared parking approval meets all Land Development Code requirements. Subject to approval of shared parking by the City Commission, the applicant must execute a Restrictive (Shared Parking) Covenant pursuant to Section 16-145 of the Land Develoment Code that will be recorded by the City in the Public Records of Broward County at the applicant's expense.

Department Head Recommendation:
Approval

Person With Additional Information:
Name: Bradley D. Swing, AICP Phone: (954) 746-3238

Department Head Name and Title:
Mark S. Lubelski, P.E., Director of Community Development

City Manager:
Authorized for agenda placement

SUNRISE, FLORIDA

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF SUNRISE, FLORIDA, APPROVING AN APPLICATION FOR SHARED PARKING FOR SUNRISE COMMERCE CENTER, SOUTH FLORIDA FULL GOSPEL ASSEMBLY, INC., TOUCH OF HOPE CHRISTIAN FELLOWSHIP, INC., AND CPR MINISTRIES INTERNATIONAL, INC. LOCATED AT THE SOUTHWEST CORNER OF SUNSET STRIP AND NW 11TH STREET; DIRECTING THE RECORDING OF A RESTRICTIVE (SHARED PARKING) COVENANT CONCERNING THE SHARED PARKING; AND PROVIDING FOR AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF SUNRISE, FLORIDA:

Section 1. The application for shared parking filed by Sunrise Commerce Center, South Florida Full Gospel Assembly, Inc., Touch of Hope Christian Fellowship, Inc., and CPR Ministries International, Inc., to be located in the Sunrise Commerce Center Commercial Condominium is hereby approved. This approval is conditioned upon the recording of a restrictive (shared parking) covenant consistent with Section 16-145 of the Land Development Code, subject to review and approval by the City Attorney.

Section 2. Effective Date. This Resolution shall be effective immediately upon its passage.

PASSED AND ADOPTED THIS ____ DAY OF _____, 2010.

_____
Mayor Roger B. Wishner

Authentication:

_____
Felicia M. Bravo
City Clerk

MOTION: _____
SECOND: _____

ALU: _____
ROSEN: _____
SCUOTTO: _____
SOFIELD: _____
WISHNER _____

Approved by the City Attorney
as to Form and Legal Sufficiency._____
Stuart R. Michelson

RESTRICTIVE (SHARED PARKING) COVENANT
for
South Florida Full Gospel Assembly Inc,
Touch of Hope Christian Fellowship, Inc.,
CPR Ministries International, Inc., and
Sunrise Commerce Center

This covenant entered into this _____ day of _____ _____, 20_____, by Sunrise Commerce Center ("Owner"), and South Florida Full Gospel Assembly, Inc., Touch of Hope Christian Fellowship, Inc., and CPR Ministries International, Inc. ("Declarant(s)").

WITNESSETH

WHEREAS, Section 16-145 of the City of Sunrise Code of Ordinances provides that upon application to the department, and after public hearing, the City Commission of the City of Sunrise ("City") may approve shared parking for two (2) or more separate permitted users; and

WHEREAS, South Florida Full Gospel Assembly Inc, Touch of Hope Christian Fellowship, Inc. and CPR Ministries International, Inc. has applied for approval of an Application for operating 3 separate churches at Unit 19-20, Unit 22 and Unit 23 of Building II of Sunrise Commerce Center; and

WHEREAS, as part of the Application, the following applicants, South Florida Full Gospel Assembly Inc, Touch of Hope Christian Fellowship, Inc. and CPR Ministries International, Inc has requested that shared parking be permitted at 6144-46 NW 11th Street, 6150 NW 11th Street, and 6152 NW 11th Street, located on the real property described in Exhibit "A" and attached hereto; and

WHEREAS, the Owner previously recorded a Restrictive (Shared Parking) Covenant running with the land as a condition to the City's approval of its request for reduced parking by Resolution No. 07-16 on February 13, 2007 which covenant was recorded in the Public Records of Broward County at Official Records Book 45728, Pages 1477-1482 ("Declaration").

WHEREAS, the Owner has determined that Declarants' proposed use complies with its Declaration of Condominium.

RESTRICTIVE (SHARED PARKING) COVENANT
for
South Florida Full Gospel Assembly Inc,
Touch of Hope Christian Fellowship, Inc.,
CPR Ministries International, Inc., and
Sunrise Commerce Center

WHEREAS, the City Commission, following a public hearing on _____ approved shared parking on the real property described in Exhibit "A" at 6144-46 NW 11th Street, 6150 NW 11th Street, and 6152 NW 11th Street in conformity with the Parking Analysis and Hours of Operation submitted with the application and attached as Exhibit "B"; and

WHEREAS, Section 16-145 requires that a covenant running with the land be recorded in the Public Records of Broward County as a condition of approval of an application for shared parking; and

NOW, THEREFORE, in consideration of the foregoing recitals, Owner and Declarant(s) hereby set forth the following restrictions as covenants running with the Property;

1. The foregoing recital clauses are true and correct and hereby incorporated by reference.

2. Each and every use of the Property that requires shared parking shall be in compliance with the shared parking approval granted by the City Commission on February 13, 2007 and _____. Owner and Declarant(s) shall provide sufficient information to the City as a condition of obtaining approval for each change of use or new tenant demonstrating such compliance.

3. Owner, Declarant(s) and City, in addition to all other remedies available to City under the law and the City Code, shall be entitled to enforce the covenants and restrictions contained in this Restrictive (Shared Parking) Covenant. The covenant and restrictions shall continue in full force and effect for a period of ten (10) years from the date of recordation and shall thereafter be renewed automatically for successive ten (10) year periods unless and until terminated as provided in Paragraph 4.

4. This Restrictive (Shared Parking) Covenant may be terminated, extended, modified, or amended, as to

the whole of said Property or any portion, only with the written consent of the City.

5. All covenants and restrictions contained in this Restrictive (Shared Parking) Covenant are made for the direct, mutual, and reciprocal benefit of Owner, Declarant(s) and the City, in favor of the Owner, Declarant(s) and the City; shall create reciprocal rights and obligations between all grantees of the Property, or portions of the Property, their heirs, successors, personal representatives and assigns, and operate as a covenant running with the land for the benefit of the Property.

6. Every person who now or hereafter acquires any right, title or interest in or to any portion of the Property is and shall be conclusively deemed to have consented and agreed to every covenant and restriction contained in this Restrictive (Shared Parking) Covenant by which such person acquired an interest in the Property.

7. Any waiver or failure to enforce any provision of this Declaration in a particular situation shall not be deemed a waiver or abandonment of such provision. The failure of Owner, Declarant(s) or City to enforce any covenant or restriction shall in no event be deemed to be a waiver of the right to do so hereafter, nor of the right to enforce any other covenant or restriction. In the event the City finds it necessary to commence litigation to enforce the terms and conditions of this Restrictive (Shared Parking) Covenant, the City will be entitled to recover its reasonable attorney's fees and costs if it is the prevailing party.

END OF RESTRICTIVE (SHARED PARKING) COVENANT; SIGNATURE PAGES TO FOLLOW

RESTRICTIVE (SHARED PARKING) COVENANT
for
South Florida Full Gospel Assembly Inc,
Touch of Hope Christian Fellowship, Inc.,
CPR Ministries International, Inc., and
Sunrise Commerce Center

JOINDER AND CONSENT TO
RESTRICTIVE(SHARED PARKING)COVENANT

The undersigned _____, representing the South Florida Full Gospel Assembly Inc., does hereby join in and consent to the terms of this Restrictive (Shared Parking) Covenant and agrees that the same shall be binding upon South Florida Full Gospel Assembly Inc. and that the undersigned has the appropriate authority to execute the Restrictive (Shared Parking) Covenant on behalf of the South Florida Full Gospel Assembly Inc.

IN WITNESS WHEREOF, these presents have been executed this _____, day of _____, 20_____.

Witnesses:

South Florida Full Gospel Assembly Inc.

_____
Signature

By: _____
Signature its _____

_____
Printed Name

_____
Printed Name

STATE OF _____
COUNTY OF _____

SWORN TO and subscribed before me this _____ day of _____, 20___, by _____, who is personally known to me or who has produced _____ as identification.

My Commission Expires:

_____
Notary Public Signature

_____
(Printed, Typed or Stamped Name of Notary)

(stamp)

_____

RESTRICTIVE (SHARED PARKING) COVENANT
for
South Florida Full Gospel Assembly Inc,
Touch of Hope Christian Fellowship, Inc.,
CPR Ministries International, Inc., and
Sunrise Commerce Center

JOINDER AND CONSENT TO
RESTRICTIVE(SHARED PARKING)COVENANT

The undersigned _____, representing the Touch of Hope Christian Fellowship, Inc., does hereby join in and consent to the terms of this Restrictive (Shared Parking) Covenant and agrees that the same shall be binding upon Touch of Hope Christian Fellowship, Inc. and that the undersigned has the appropriate authority to execute the Restrictive (Shared Parking) Covenant on behalf of the Touch of Hope Christian Fellowship, Inc.

IN WITNESS WHEREOF, these presents have been executed this _____, day of _____, 20_____.

Witnesses:

_____
Signature

_____
Printed Name

Touch of Hope Christian Fellowship, Inc.

By: _____
Signature its _____

_____
Printed Name

STATE OF _____
COUNTY OF _____

SWORN TO and subscribed before me this _____ day of _____, 20___, by _____, who is personally known to me or who has produced _____ as identification.

My Commission Expires:

_____
Notary Public Signature

_____
(Printed, Typed or Stamped Name of Notary)

(stamp)

_____

RESTRICTIVE (SHARED PARKING) COVENANT
for
South Florida Full Gospel Assembly Inc,
Touch of Hope Christian Fellowship, Inc.,
CPR Ministries International, Inc., and
Sunrise Commerce Center

JOINDER AND CONSENT TO
RESTRICTIVE(SHARED PARKING)COVENANT

The undersigned _____, representing the CPR Ministries International, Inc., does hereby join in and consent to the terms of this Restrictive (Shared Parking) Covenant and agrees that the same shall be binding upon CPR Ministries International, Inc. and that the undersigned has the appropriate authority to execute the Restrictive (Shared Parking) Covenant on behalf of the CPR Ministries International, Inc.

IN WITNESS WHEREOF, these presents have been executed this _____, day of _____, 20_____.

Witnesses:

CPR Ministries International, Inc.

_____
Signature

By: _____
Signature its _____

_____
Printed Name

_____
Printed Name

STATE OF _____
COUNTY OF _____

SWORN TO and subscribed before me this _____ day of _____, 20___, by _____, who is personally known to me or who has produced _____ as identification.

My Commission Expires:

_____
Notary Public Signature

_____
(Printed, Typed or Stamped Name of Notary)

(stamp)

_____

RESTRICTIVE (SHARED PARKING) COVENANT
for
South Florida Full Gospel Assembly Inc,
Touch of Hope Christian Fellowship, Inc.,
CPR Ministries International, Inc., and
Sunrise Commerce Center

JOINDER AND CONSENT TO
RESTRICTIVE(SHARED PARKING)COVENANT

The undersigned Ian Carter ("Owner"), representing the Sunrise Commerce Center Condominium under the Declaration of Covenants and Restrictions for _____, date the _____, day of _____, 20_____, and recorded in Official Records Book _____, Page _____ _____, covering the property described in the Shared Parking Covenant, does hereby join in and consent to the terms of this Restrictive (Shared Parking) Covenant and agrees that the same shall be binding upon the Association and that the undersigned has the appropriate authority to execute the Restrictive (Shared Parking) Covenant on behalf of the Association.

IN WITNESS WHEREOF, these presents have been executed this _____, day of _____, 20_____.

Witnesses:

_____
Signature

_____
Printed Name

Sunrise Commerce Center Condominium

By: _____
Signature its _____

_____
Printed Name

STATE OF _____
COUNTY OF _____

SWORN TO and subscribed before me this _____ day of _____, 20___, by _____, who is personally known to me or who has produced _____ as identification.

My Commission Expires:

_____
Notary Public Signature

_____
(Printed, Typed or Stamped Name of Notary)

(stamp)

RESTRICTIVE (SHARED PARKING) COVENANT
for
South Florida Full Gospel Assembly Inc,
Touch of Hope Christian Fellowship, Inc.,
CPR Ministries International, Inc., and
Sunrise Commerce Center

EXHIBIT "A"

LEGAL DESCRIPTION

South Florida Full Gospel Assembly - "COMMERCE CENTER CONDO UNITS 19 and 20 BLDG 3"

Touch of Hope Christian Fellowship, Inc. – "COMMERCE CENTER CONDO UNIT 22 BLDG 3"

CPR Ministries International, Inc - "COMMERCE CENTER CONDO UNIT 23 BLDG 3"

UNITS	ADDRESS	NAME OF BUSINESS	TYPE OF BUSINESS	HOURS OF OPERATION	Size of bay	NET FLOOR AREA	RATIO	PARKING SPACES
1	1079 Sunset Strip	Discount Beauty Supply	Beauty Supply Store	M-F 10 am - 10 pm Sat 9-10 Sun 10 - 8 pm	1500	1500	1:250	6
2	1083 Sunset Strip	A&M Insurance	Insurance office	M-F 8 am - 6 pm Sat 10 am-1 pm	750	750	1:250	3
3	1085 Sunset Strip	Dr. Jacobs	Eye Dr.	M-F 9 am - 5 pm Sat 8 am -12:30 pm Wednesday closed	1500	1500	1:150	10
4	1096 Sunset Strip	Absolute Realty	Real Estate	M-F 10 am - 5 pm	750	750	1:250	3
5	1091 Sunset Strip	Style & Comfort	Hair Dresser	M-F 9 am - 7 pm Sat appt only	750	750	1:150	5
6 - 7	1075 Sunset Strip	Ideal Travel & Tours	offices	M-F 10 am - 5 pm	5250	5250	1:250	21
8	6120 NW 11th Street	Ian Carter	storage	n/a	750	750	1:250	3
9 - 10	6122- 6124 NW 11th Street	Professional Window Screen	Sales & Repair	M-F 8:30 am - 5 pm Sat 9-12 pm	1500	1500	1:250	6
11	6126 NW 11th Street	Excel Vending	Business Office	M-F 9 am - 5pm	750	750	1:250	3
12	6128 NW 11th Street	Berean Church of God	Church	Sundays 1 pm - 4 pm Wednesdays 7 pm -9 pm	750	550	1:35	16
13	6130 NW 11th Street	Unicast Dental Lab	Dental Lab	M-F 9 am - 5 pm	750	750	1:150	5
14	6132 NW 11th Street	Ian Carter	office	M-F 10 am - 5 pm	750	750	1:250	3
15	6134 NW 11th Street	Uptown Barber Shop	Barber Shop	M-F 10 am - 7 pm Sat 9-7 pm	750	750	1:150	5
16	6136 NW 11th Street	Ian Carter	storage	n/a	750	750	1:250	3
17 - 18	6140 NW 11th Street	New Harvest Cathedral	Church	Sundays 12 noon - 3 pm	1500	900	1:35	26
19-20	6144-46 NW 11th Street	South Florida Full Gospel Assembly, Inc	Church	Sundays 8:00 am -12 noon 7:00 pm-10:00 pm Wednesdays & Fridays 7:30 pm-10:00 pm	1500	846	1:35	25
21	6148 NW 11th Street	BNC Construction	Business Office	8:00 am - 5:00 pm	750	750	1:250	3
22	6150 NW 11th Street	Touch of Hope	Church	Sundays 8:00 am - 11:00 am Tuesdays 7:00 pm - 9:00 pm	750	450	1:35	13
23	6152 NW 11th Street	CPR Ministries Int'l Inc.	Church	Sundays 11:30 am - 2:30 pm Thursdays 7:00 pm - 10:00 pm	750	550	1:35	16
24 - 25	6180 NW 11th Street	India Pentecostal Church	Church	Sundays 9:30 am-12:30 pm 7:00 pm-10:00 pm Saturdays 7:30 pm-9:00 pm	3000	1800	1:35	52
				Totals	25500	22346		227

Total parking spaces on site =105 Total code required parking (including proposed public assembly uses) = 227 NET DEFICIT OF 122

PARKING STUDY - USES THAT OPERATE MONDAY THRU SATURDAY

UNITS	ADDRESS	NAME OF BUSINESS	TYPE OF BUSINESS	HOURS OF OPERATION	Size of bay	NET FLOOR AREA	RATIO	PARKING SPACES
1	1079 Sunset Strip	Discount Beauty Supply	Beauty Supply Store	M-F 10 am - 10 pm Sat 9 am-10 pm Sun 10 am - 8 pm	1500	1500	1:250	6
2	1083 Sunset Strip	A&M Insurance	Insurance office	M-F 8 am - 6 pm Sat 10 am-1pm	750	750	1:250	3
3	1085 Sunset Strip	Dr. Jacobs	Eye Dr.	M-F 9 am - 5 pm Sat 8 am -12:30 pm Wednesday closed	1500	1500	1:150	10
4	1096 Sunset Strip	Absolute Realty	Real Estate	M-F 10 am - 5 pm	750	750	1:250	3
5	1091 Sunset Strip	Style & Comfort	Hair Dresser	M-F 9 am - 7 pm Sat appt only	750	750	1:150	5
6 - 7	1075 Sunset Strip	Ideal Travel & Tours	offices	M-F 10 am - 5 pm	5250	5250	1:250	21
8	6120 NW 11th Street	Ian Carter	storage	n/a	750	750	1:250	3
9 - 10	6122- 6124 NW 11th Street	Professional Window Screen	Sales & Repair	M-F 8:30 am - 5 pm Sat 9-12 pm	1500	1500	1:250	6
11	6126 NW 11th Street	Excel Vending	Business Office	M-F 9 am - 5pm	750	750	1:250	3
12	6128 NW 11th Street	Berean Church of God	Church	Sundays 1 pm - 4 pm Wednesdays 7 pm-9 pm*	750	550	0	0
13	6130 NW 11th Street	Unicast Dental Lab	Dental Lab	M-F 9 am - 5pm	750	750	1:150	5
14	6132 NW 11th Street	Ian Carter	office	M-F 10 am - 5 pm	750	750	1:250	3
15	6134 NW 11th Street	Uptown Barber Shop	Barber Shop	M-F 10 am - 7 pm Sat 9 am-7 pm	750	750	1:150	5
16	6136 NW 11th Street	Ian Carter	storage	n/a	750	750	1:250	3
17 - 18	6140 NW 11th Street	New Harvest Cathedral	Church	Sundays 12 noon - 3 pm Tuesdays 7 pm-9 pm*	1500	900	0	0
19-20	6144-46 NW 11th Street	South Florida Full Gospel Assembly, Inc	Church	Sundays 8:00 am -12 noon 7:00 pm-10:00 pm* Wednesdays & Fridays 7:30 pm-10:00 pm*	1500	846	0	0
21	6148 NW 11th Street	BNC Construction	Business Office	8:00 am - 5:00 pm	750	750	1:250	3
22	6150 NW 11th Street	Touch of Hope	Church	Sundays 8:00 am - 11:00 am Tuesdays 7:00 pm - 9:00 pm*	750	450	0	0
23	6152 NW 11th Street	CPR Ministries Int'l Inc.	Church	Sundays 11:30 am - 2:30 pm Thursdays 7:00 pm - 10:00 pm*	750	550	0	0
24 - 25	6180 NW 11th Street	India Pentecostal Church	Church	Sundays 9:30 am-12:30 pm 7:00 pm-10:00 pm* Saturdays 7:30 pm-9:00 pm*	3000	1800	0	0
Total parking spaces on site =105		*Religious Studies, Meetings		Totals	25500	22346		79

UNITS	ADDRESS	NAME OF BUSINESS	TYPE OF BUSINESS	HOURS OF OPERATION	Size of bay	NET FLOOR AREA	RATIO	PARKING SPACES
1	1079 Sunset Strip	Discount Beauty Supply	Beauty Supply Store	M-F 10 am - 10 pm Sat 9 am-10 pm Sun 10 am - 8 pm	1500	na	1:250	6
2	1083 Sunset Strip	A&M Insurance	Insurance office	M-F 8 am - 6 pm Sat 10 am-1pm	750	na	1:250	0
3	1085 Sunset Strip	Dr. Jacobs	Eye Dr.	M-F 9 am - 5 pm Sat 8 am -12:30 pm Wednesday closed	1500	na	1:250	0
4	1096 Sunset Strip	Absolute Realty	Real Estate	M-F 10 am - 5 pm	750	na	1:250	0
5	1091 Sunset Strip	Style & Comfort	Hair Dresser	M-F 9 am - 7 pm Sat appt only	750	na	1:150	0
6 - 7	1075 Sunset Strip	Ideal Travel & Tours	offices	M-F 10 am - 5 pm	5250	na	1:250	0
8	6120 NW 11th Street	Ian Carter	storage	n/a	750	na	1:250	0
9 - 10	6122- 6124 NW 11th Street	Professional Window Screen	Sales & Repair	M-F 8:30 am - 5 pm Sat 9-12 pm	1500	na	1:250	0
11	6126 NW 11th Street	Excel Vending	Business Office	M-F 9 am - 5pm	750	na	1:250	0
12	6128 NW 11th Street	Berean Church of God	Church	Sundays 1 pm - 4 pm Wednesdays 7 pm-9 pm*	750	550	1:35	16
13	6130 NW 11th Street	Unicast Dental Lab	Dental Lab	M-F 9 am - 5pm	750	na	1:150	0
14	6132 NW 11th Street	Ian Carter	office	M-F 10 am - 5 pm	750	na	1:250	0
15	6134 NW 11th Street	Uptown Barber Shop	Barber Shop	M-F 10 am - 7 pm Sat 9 am-7 pm	750	na	1:150	0
16	6136 NW 11th Street	Ian Carter	storage	n/a	750	na	1:250	0
17 - 18	6140 NW 11th Street	New Harvest Cathedral	Church	Sundays 12 noon - 3 pm Tuesdays 7 pm-9 pm*	1500	900	1:35	26
19-20	6144-46 NW 11th Street	South Florida Full Gospel Assembly, Inc	Church	Sundays 8:00 am -12 noon 7:00 pm-10:00 pm* Wednesdays & Fridays 7:30 pm-10:00 pm*	1500	846	1:35	25
21	6148 NW 11th Street	BNC Construction	Business Office	M-F 8:00 am - 5:00 pm	750	na	1:250	0
22	6150 NW 11th Street	Touch of Hope	Church	Sundays 8:00 am - 11:00 am Tuesdays 7:00 pm - 9:00 pm*	750	450	1:35	13
23	6152 NW 11th Street	CPR Ministries Int'l Inc.	Church	Sundays 11:30 am - 2:30 pm Thursdays 7:00 pm - 10:00 pm*	750	550	1:35	16
24 - 25	6180 NW 11th Street	India Pentecostal Church	Church	Sundays 9:30 am-12:30 pm 7:00 pm-10:00 pm* Saturdays 7:30 pm-9:00 pm*	3000	1800	1:35	52
				Totals		5096		154

Total parking spaces on site =105 Total code required parking (including proposed public assembly uses) = 154 NET DEFICIT OF 49

*Religious Studies, Meetings

UNITS	ADDRESS	NAME OF BUSINESS	HOURS OF OPERATION	TOTAL PARKING	8:00	8:30	9:00	9:30	10:00	10:30	11:00	11:30	12:00	12:30	1:00	1:30	2:00	2:30	3:00	3:30	4:00	4:30
1	1079 Sunset Strip	Discount Beauty Supply	M-F 10 am - 10 pm Sat 9 am-10 pm Sun 10 am - 8 pm	6					6	6	6	6	6	6	6	6	6	6	6	6	6	6
2	1083 Sunset Strip	A&M Insurance	M-F 8 am - 6 pm Sat 10 am-1pm																			
3	1085 Sunset Strip	Dr. Jacobs	M-F 9 am - 5 pm Sat 8 am -12:30 pm Wednesday closed																			
4	1096 Sunset Strip	Absolute Realty	M-F 10 am - 5 pm																			
5	1091 Sunset Strip	Style & Comfort	M-F 9 am - 7 pm Sat appt only																			
6 - 7	1075 Sunset Strip	Ideal Travel & Tours	M-F 10 am - 5 pm																			
8	6120 NW 11th Street	Ian Carter	n/a																			
9 - 10	6122- 6124 NW 11th Street	Professional Window Screen	M-F 8:30 am - 5 pm Sat 9-12 pm																			
11	6126 NW 11th Street	Excel Vending	M-F 9 am - 5pm																			
12	6128 NW 11th Street	Berean Church of God	Sundays 1 pm - 4 pm Wednesdays 7 pm-9 pm*	16											16	16	16	16	16	16	16	16
13	6130 NW 11th Street	Unicast Dental Lab	M-F 9 am - 5pm																			
14	6132 NW 11th Street	Ian Carter	M-F 10 am - 5 pm																			
15	6134 NW 11th Street	Uptown Barber Shop	M-F 10 am - 7 pm Sat 9 am-7 pm																			
16	6136 NW 11th Street	Ian Carter	n/a																			
17 - 18	6140 NW 11th Street	New Harvest Cathedral	Sundays 12 noon - 3 pm Tuesdays 7 pm-9 pm*	26									26	26	26	26	26	26				
19-20	6144-46 NW 11th Street	South Florida Full Gospel Assembly, Inc	Sundays 8:00 am -12 noon 7:00 pm-10:00 pm* Wednesdays & Fridays 7:30 pm-10:00 pm*	25	25	25	25	25	25	25	25	25										
21	6148 NW 11th Street	BNC Construction	M-F 8:00 am - 5:00 pm																			
22	6150 NW 11th Street	Touch of Hope	Sundays 8:00 am - 11:00 am Tuesdays 7:00 pm - 9:00 pm*	13	13	13	13	13	13	13												
23	6152 NW 11th Street	CPR Ministries Int'l Inc.	Sundays 11:30 am - 2:30 pm Thursdays 7:00 pm - 10:00 pm*	16								16	16	16	16	16	16					
24 - 25	6180 NW 11th Street	India Pentecostal Church	Sundays 9:30 am-12:30 pm 7:00 pm-10:00 pm* Saturdays 7:30 pm-9:00 pm*	52				52	52	52	52	52	52									
			Total Parking Required	154	38	38	38	90	96	96	83	99	100	48	64	64	64	48	22	22	22	22

Total parking spaces on site =105 Total code required parking (including proposed public assembly uses) = 154

*Religious Studies, Meetings

CITY OF SUNRISE FLORIDA

AGENDA ITEM REQUEST

Originating Department: Purchasing

Item Title: Services

Item Number: 9 F

Meeting Date: 1/12/2010

City Reference Number (C#): C09454

Item Description:

Approval to award a contract for Removal of Wastewater Bio-Solids Services to H&H Liquid Sludge Disposal, Inc. under the terms of the City of Fort Lauderdale RFP No. 495-10231.

Funding:

401-4201-536.34-41 Sludge Removal-Wastewater

Amount:

Estimated Annual Usage: $427,392. Subsequent Years Subject To Budget Approval.

Attachments:
CAO_H&H Liquid Sludge Disposal, Inc.

Background:

The Utilities Department has used bio-solid removal services since 2005 under the terms and conditions of a contract the City of Fort Lauderdale awarded to Synagro Southeast. This contract expired on December 14th and Fort Lauderdale has awarded a new contract to H&H Liquid Sludge Disposal, Inc. Approval is requested to purchase these services under the terms of the City of Fort Lauderdale RFP No. 495-10231. The City will benefit from cost savings based on volume purchasing. Under the terms of the new contract, the City's disposal costs will be reduced from $64.84 per ton to $44.52 per ton. Synagro Southeast will continue to provide services on a month-to-month basis until new services are operational.

Department Head Recommendation:
Approval

Person With Additional Information:
Name: Holly Raphaelson Phone: 945-572-2202

Department Head Name and Title:
Hector Castro, Utilities Director

City Manager:
Authorized for agenda placement

SUNRISE, FLORIDA

RESOLUTION NO. ____

A RESOLUTION OF THE CITY OF SUNRISE, FLORIDA, APPROVING A CONTRACT WITH H&H LIQUID SLUDGE DISPOSAL, INC., FOR REMOVAL OF WASTEWATER BIO-SOLIDS SERVICES, UTILIZING THE CITY OF FORT LAUDERDALE RFP NO. 495-10231; AND PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF SUNRISE, FLORIDA:

Section 1. A contract with H&H Liquid Sludge Disposal, Inc., for removal of wastewater bio-solids services, utilizing Ft. Lauderdale RFP. No. 495-10231, is hereby approved pending receipt of an acceptable performance bond and proof of required insurance.

Section 2. Because these purchases are being made using an existing governmental contract, the City's formal bidding procedures are hereby waived.

Section 3. The Purchasing Director or designee is hereby authorized to renew, amend or extend this contract when renewed, amended or extended by the lead agency.

Section 4. Effective Date. This Resolution shall be effective immediately upon its passage.

PASSED AND ADOPTED THIS _____ DAY OF _____, 2010.

_____
Mayor Roger B. Wishner

Authentication:

_____
Felicia M. Bravo
City Clerk

MOTION: _____
SECOND: _____

ALU: ___
ROSEN: ___
SCUOTTO: ___
SOFIELD: ___
WISHNER: ___

Approved by the City Attorney
as to Form and Legal Sufficiency._____
Stuart R. Michelson

CITY OF SUNRISE FLORIDA

AGENDA ITEM REQUEST

Originating Department: Purchasing

Item Title: Equipment

Item Number: 9 G **Meeting Date:** 1/12/2010

City Reference Number (C#): C10003

Item Description:

Approval to purchase one hundred fifteen (115) laptop computers and three (3) desktop computers from Dell Computers, Inc., of Round Rock, Texas, utilizing the State Of Florida Contract No. 250-040-08-01.

Funding:

001-3101-521.64-02 Computer Equipment

Amount:

$141,000

Attachments:
CAO_Purchase of Laptop & Desktop Computers for Police Dept.

Background:

The City is transitioning its 911 CAD and 911 Dispatch to the Broward County dispatch and records system. The city's older laptops and desktops currently being used by uniform officers and detectives are not compliant and cannot run on Broward's system. Newer laptops and desktops are needed to adhere to the county standard for dispatching and mutual aid. The Purchasing Division and the MIS Department recommends purchasing the laptops and desktops from Dell Computers of Round Rock, Texas, under the terms of the State of Florida Contract 250-040-08-01.

Department Head Recommendation:
Approval

Person With Additional Information:
Name: Lynne Sorrenti Phone: 954.572.2277

Department Head Name and Title:
Paul Rowell, MIS Director

City Manager:
Authorized for agenda placement

SUNRISE, FLORIDA

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF SUNRISE, FLORIDA, APPROVING THE PURCHASE OF LAPTOPS AND DESKTOP COMPUTERS FROM DELL COMPUTERS, INC. OF ROUND ROCK, TEXAS, UNDER THE TERMS OF THE STATE OF FLORIDA CONTRACT 250-040-08-01; AND PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF SUNRISE, FLORIDA:

Section 1. The purchase of laptop and desktop computers from Dell Computers, Inc. of Round Rock, Texas, for the Police Department, under the terms of the State of Florida Contract 250-040-08-1, for a total expenditure of $141,000, is hereby approved.

Section 2. Because this item is being purchased using an existing governmental contract, the City's formal bidding procedures are hereby waived.

Section 3. Effective Date. This Resolution shall be effective immediately upon its passage.

PASSED AND ADOPTED THIS _____ DAY OF _____, 2010.

_____
Mayor Roger B. Wishner

Authentication:

_____
Felicia M. Bravo
City Clerk

MOTION: _____
SECOND: _____

ALU: ____
ROSEN: ____
SCUOTTO: ____
SOFIELD ____
WISHNER ____

Approved by the City Attorney
as to Form and Legal Sufficiency._____
Stuart R. Michelson

CITY OF SUNRISE FLORIDA

AGENDA ITEM REQUEST

Originating Department: Central Services

Item Title: Insurance

Item Number: 9 H

Meeting Date: 1/12/2010

City Reference Number (C#): C10001

Item Description:

A Resolution of the City of Sunrise providing that when the City procures insurance, insurance related services or insurance consultants in accordance with Chapter 5 of the City Code or Resolution No. 94-175, that the City authorizes the Risk Manager to execute all necessary insurance applications, insurance contracts, insurance consultant agreements, consultant/broker of record letters, insurance related service agreements and other insurance documents, including amendments, extensions, and renewals; providing an effective date.

Funding: N/A

Amount:

N/A

Attachments:
CAO Resolution

Background:

Presently the City's Risk Management Division is required to obtain signatures on all insurance applications, insurance contracts, insurance consultant agreements, consultant/broker or record letters, and other insurance documents from either the City's Purchasing Director or the Mayor. This resolution will grant the Risk Manager authority to execute all insurance related documents in order to expedite and work more efficiently on the processing of insurance renewals, new insurance placements or contracting for insurance related services. All services and coverages shall continue to be procured in accordance within existing procedures defined in Chapter 5 of the City Code or Resolution No. 94-175.

Department Head Recommendation:
Approval

Person With Additional Information:
Name: Bill Mason, Risk Manager Phone: 954-572-2496

Department Head Name and Title:
Tariq Riaz, Director, Central Services

City Manager:
Authorized for agenda placement

SUNRISE, FLORIDA

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF SUNRISE, FLORIDA, PROVIDING THAT WHEN THE CITY PROCURES INSURANCE OR INSURANCE CONSULTANTS IN ACCORDANCE WITH CHAPTER 5 OF THE CITY CODE OR RESOLUTION NO. 94-175, THAT THE CITY AUTHORIZES THE CITY'S RISK MANAGER TO EXECUTE ALL NECESSARY INSURANCE APPLICATIONS, INSURANCE CONTRACTS, INSURANCE CONSULTANT AGREEMENTS, INSURANCE RELATED SERVICE AGREEMENTS AND OTHER INSURANCE DOCUMENTS, INCLUDING AMENDMENTS, EXTENSIONS, AND RENEWALS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, insurance related applications, contracts, consultant agreements, and other insurance related documents currently require the signature of the Purchasing Director or the Mayor; and

WHEREAS, in an effort to expedite the processing of these documents, the City wishes to also authorize the City's Risk Manager to execute such documents; and

WHEREAS, the procurement process for obtaining these services will remain unchanged;

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

Section 1. When the City procures insurance or insurance consultants in accordance with Chapter 5 of the City Code or Resolution No. 94-175, the City's Risk Manager

is hereby authorized to execute all necessary insurance applications, insurance contracts, insurance consultant agreements, insurance related service agreements and other insurance documents, including amendments, extensions, and renewals, subject to review and approval of the City Attorney.

Section 2. Effective Date. This Resolution shall be effective immediately upon its passage.

PASSED AND ADOPTED THIS _____ DAY OF _____, 2010.

_____
Mayor Roger B. Wishner

Authentication:

_____
Felicia M. Bravo
City Clerk

MOTION: _____
SECOND: _____

ALU: ____
ROSEN: ____
SCUOTTO: ____
SOFIELD: ____
WISHNER: ____

Approved by the City Attorney
as to Form and Legal Sufficiency._____
Stuart R. Michelson

AGENDA ITEM REQUEST

Originating Department: Leisure Services

Item Title: Agreement

Item Number: 9 I

Meeting Date: 1/12/2010

City Reference Number (C#): C09457

Item Description:

Commission approval of an agreement between the City and Sunrise Catering, Inc. for the operation, management and maintenance of the banquet hall facilities at the Sunrise Civic Center.

Funding:

N/A

Amount:

N/A

Attachments:
CAO Resolution

Catering Agreement

Background:

Sunrise Catering, Inc. has been the caterer at the Civic Center banquet facilities for 5 years. An RFP process was conducted twice earlier in 2009. There were no responses each time, so Sunrise Catering, Inc. agreed to renew the contract with new terms. This contract is for one (1) year, with a renewal option for up to (5) years.

Department Head Recommendation:
Approval

Person With Additional Information:
Name: Caryl Ungerer Phone: 747-4631

Department Head Name and Title:
Caryl Ungerer, Leisure Services Director

City Manager:
Authorized for agenda placement

SUNRISE, FLORIDA

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF SUNRISE, FLORIDA, APPROVING AN AGREEMENT WITH SUNRISE CATERING, INC., FOR THE OPERATION, MANAGEMENT AND MAINTENANCE OF THE BANQUET HALL FACILITIES AT THE SUNRISE CIVIC CENTER; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City requires the services of a firm to operate, manage and maintain the Sunrise Civic Center Banquet Hall; and

WHEREAS, two (2) Requests for Proposals that were issued to obtain the services of such a firm yielded no respondents; and

WHEREAS, the current caterer, Sunrise Catering, Inc., has agreed to renew the contract with new terms;

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

Section 1. An Agreement with Sunrise Catering, Inc., for the operation, management and maintenance of the Sunrise Civic Center Banquet Hall is hereby approved and attached hereto as Exhibit "A."

Section 2. The Purchasing Director is hereby authorized to execute all documents in conjunction with

this Agreement, and to renew the term of the Agreement, subject to review and approval by the City Attorney.

Section 3. The Leisure Services Director is hereby authorized to oversee and direct the daily business operations conducted by this Contractor.

Section 4. Effective Date. This Resolution shall be effective immediately upon its passage.

PASSED AND ADOPTED THIS _____ DAY OF _____, 2010.

_____
Mayor Roger B. Wishner

Authentication:

_____
Felicia M. Bravo
City Clerk

MOTION: _____
SECOND: _____

ALU: ____
ROSEN: ____
SCUOTTO: ____
SOFIELD: ____
WISHNER: ____

Approved by the City Attorney
as to Form and Legal Sufficiency._____
Stuart R. Michelson

C A T E R I N G A G R E E M E N T

THIS AGREEMENT is made and entered into this _____ day of _____ , 2010, by and between CITY OF SUNRISE, FLORIDA, a municipal corporation of the State of Florida ("City"),

and _____, ("Contractor").

WITNESSETH:

WHEREAS, the City owns and operates a multi-purpose Civic Center, with the primary governmental purpose of providing use of the Civic Center to City residents and other members of the public for recreation and leisure activities; and

WHEREAS, the Civic Center includes among its many facilities a banquet hall and ancillary facilities, which are also intended to be used by City residents and other members of the public; and

WHEREAS, the City has determined that the operation, management and maintenance of the banquet facilities would best be accomplished through an agreement with a private company with expertise in performing such services;

NOW, THEREFORE, for and in consideration of the promises, covenants, agreements and obligations set forth below, the parties do hereby agree as follows:

1. DEFINITIONS

1.01 Banquet Hall shall mean the facility that is part of the City of Sunrise Civic Center ("Civic Center") located at 10610 West Oakland Park Boulevard, Sunrise, Florida 33351, and which consists of the following:

Salon A	--1,817 square feet	Occupancy Load - 121
Salon B	--1,806 square feet	Occupancy Load - 120
Salon C	--1,806 square feet	Occupancy Load - 120
Total	5,455 square feet	361

Lobby area adjacent to the Banquet Hall and Office (Room No. 158W)
Storage Room Nos. 132W, 142W and 151W Kitchen

1.02 Banquet Hall Facilities shall mean the following items, which are currently owned by the City and are being made available for Contractor's use in the performance of its obligations under this Agreement. City and Contractor shall confirm in writing by physical inspection all items listed immediately upon execution of this Agreement:

a) Walk-in cooler manufactured by Dalton Refrigeration;
b) Ice machine. Scotsman Model CM1400 AE-3A with bin Model BH10000AS;
c) Four mobile hot holding cabinets. lntermetro Industries Model HM20000;
d) One mobile work table (five feet long);
e) One (1) four compartment hot food wells;
f) 315 banquet chairs;
g) 40 chair caddies;
h) 34 oval tables;
i) Three portable bars;
j) Portable dance floor;
k) 432 square feet of elevated stage;
l) Built in sound system;
m) Dishwasher - Hobart Model AM 14-254;
n) 20-Quart All Purpose Mixer --- Hobart Model A200-5002B;
o) Food Chopper - Hobart Model 84186-1;
p) Slicer - Hobart Model 2712-1;
q) Two Reach in Freezers - Traulsen Model IRLT232WUT-FHS
r) Double Combi Oven - Blodgett;
s) Range with Lower Convection Oven - Garland Model H289RC2;
t) Two Compartment Prep Sink with *over* shelf;
u) Two each - Hot Food Table with Plate Shelves;
v) Soiled Dish Table;
w) Clean Dish Table;
x) Exhaust Ventilator; and Fire Suppression System - Caddy No. SH-CAS-2-60;
y) Condensate Hood;
z) Three Compartment Pot Sink
aa) Pre-Rinse Unit
bb) Two Hand Sinks - Advanced No. 7-PS-50;
cc) Two Mixer Tables - No. MT-SS-363;
dd) Power Interruption System - Powerguard No. PD-1;
ee) Four Plate Shelves;
ff) All carpeting in the Banquet Hall and Lobby area;

All fixtures and furnishings in the Banquet Hall and Lobby area not otherwise referenced above.

1.03 Bar service shall mean all beverages sold or dispensed from the bar.

1.04 City shall mean the City of Sunrise, Florida, a municipal corporation of the State of Florida, acting through the City of Sunrise Leisure Services Department.

1.05 Department shall mean the City of Sunrise Leisure Services Department, acting through its director or a designee.

1.06 Gross Receipts shall mean the total cash and credit card sales, whether collected or not, derived from the use of the Banquet Hall, including, but not limited to, all food and beverage sales, bar service sales and all miscellaneous income, less sales taxes. Gross Receipts shall include any service charges or gratuities or charges.

2. **USE OF BANQUET HALL AND FACILITIES**

2.01 City hereby grants to Contractor the right to operate, manage and maintain the Banquet Hall and Banquet Hall Facilities in accordance with the provisions of this Agreement.

2.02 Any other provision of this Agreement notwithstanding, Contractor acknowledges that City is authorizing the use of the Banquet Hall and Banquet Hall Facilities in "AS IS" condition as of the commencement date of this Agreement, and that Contractor shall conduct a thorough examination and inspection of the Banquet Hall and the Banquet Hall Facilities to identify any unsafe condition or defect prior to the commencement of its operation, management and maintenance of the Banquet Hall. Contractor shall have the continuing duty to ensure that all defects or conditions on the Banquet Hall and Banquet Hall Facilities are remedied and the premises made safe prior to commencing use of the Banquet Hall for each event. Contractor assumes full responsibility and liability for all damages, losses and liabilities caused by defects or conditions in the Banquet Hall and Banquet Hall Facilities once it commences operation, management and maintenance of the Banquet Hall.

2.03 If, in the course of its operations under this Agreement, Contractor or any agent, representative, employee, independent contractor or volunteer of Contractor becomes aware of any dangerous condition in the Banquet Hall or Banquet Hall Facilities, Contractor or its agent, representative, employee, independent contractor or volunteer shall immediately notify City of such dangerous condition, immediately correct the dangerous condition and cease operations so as not to endanger any person or property until the dangerous condition is corrected. If the dangerous condition is caused by the Contractor and it requires repairs or modifications to the Banquet Hall, the City *shall, upon* receiving notification from the Contractor, make such repairs or modifications and bill Contractor for the work. The Contractor shall reimburse the City within thirty (30) days of receipt of the bill unless the Contractor and Department agree to a different payment schedule. Failure to make payment when due shall be considered an event of default. If the dangerous condition requiring repairs or modifications to the Banquet Hall was not caused by the Contractor, the City shall correct the condition at its cost and expense.

2.04 The City shall be entitled to use and operate and to authorize others to use and operate the Banquet Hall, or any portion of the Banquet Hall, provided City notifies Contractor of the City's intended use within thirty (30) days of the use date and provided Contractor does not have in its possession a signed private party contract for that date. The City also may reserve the Banquet Hall, or any portion of the Banquet Hall, for up to fifteen (15) additional dates per year of this Agreement by

notifying Contractor of the reserved dates more than thirty (30) days from the use date provided Contractor does not have in its possession a signed private party contract for that date.

2.05 Should the Contractor's operation require any change of utility facilities such as water connections, drains, faucets, telephone or electrical outlets beyond those currently provided in the Banquet Hall, the Contractor shall notify the Department of the requested change. If the Department agrees with Contractor's request, the Department will have the work performed and bill Contractor for the expense. The Contractor shall reimburse the City within thirty (30) days of receipt of the bill unless the Contractor and Department agree to a different payment schedule. Failure to make payment when due shall be considered an event of default.

2.06 The Department shall designate the parking areas in the Civic Center parking lot available for the use of the Banquet Hall.

2.07 When the Contractor is required by this Agreement to perform any obligation or take any action, the obligation or action shall be performed at Contractor's sole cost and expense unless a contrary intention is clearly expressed.

3. **CONTRACTOR'S EQUIPMENT/SMALL WARES**

3.01 Contractor shall maintain an investment commitment of $ _____ to purchase equipment and small wares to be maintained on site for the exclusive use of Banquet Hall operations under this Agreement. The investment commitment shall be used in strict accordance with Contractor's investment commitment as set forth in its response to the City's Request for Proposals. The Contractor's investment commitment is hereby made a part of this Agreement. The Contractor has purchased and shall be required to replace and maintain on-site a minimum of three hundred (300) complete place settings (chinaware, glassware and flatware) for Banquet Hall operations. Purchases made as part of the Contractor's investment commitment shall be subject to prior City approval and City's approval shall not be unreasonably withheld.

3.02 All equipment and small wares provided by the Contractor shall be new and of a quality designed for heavy commercial use. The City reserves the right to require replacement of any equipment and small wares deemed unfit for the purpose for which it was intended. All equipment and small wares shall be used only for the Banquet Hall. The Contractor shall obtain the Department's written approval for use of equipment or small wares outside of the Banquet Hall.

3.03 The Contractor shall maintain records and provide the City with copies of actual paid invoices for all equipment and small wares purchased for the Banquet Hall during the Term of this Agreement. Such records shall be required to establish an inventory of the Contractor's equipment and to provide proof that the investment commitment made by the Contractor with its proposal as set forth in section 3.01 above has been met.

4. TERM OF AGREEMENT

4.01 The term of this Agreement shall commence on the date this Agreement is fully executed by both parties and shall continue for One (1) year (the "Initial Term") unless otherwise terminated pursuant to the provisions of this Agreement. Upon the mutual agreement of the parties, this Agreement may be extended in increments of not less than one (1) year (the "Renewal Term(s)"). The total length of the Agreement, both Initial Term and any Renewal Terms (the "Total Term") shall not exceed five (5) years.

4.02 In the event the Agreement is terminated, the City shall become the sole owner and hold title to the equipment and small wares including the three hundred (300) place settings.

5. OPERATION OF THE BANQUET HALL

5.01 Subject to the terms and conditions of this Agreement, Contractor shall operate, manage and maintain the Banquet Hall and Banquet Hall Facilities during the Initial Term and any Renewal Terms, if applicable.

5.02 Contractor's use of the Banquet Hall shall be limited to food and beverage sales normally associated with a high quality banquet facility, using place settings (china, glassware and flatware) and linen table clothes and napkins. All Banquet Hall events shall be approved in advance by the Department. City and Contractor acknowledge that the quality of the food and beverages sold and services rendered for Banquet Hall events are matters of utmost importance and the essence of this Agreement. Contractor represents and warrants that all food and beverages it sells and the services it renders will be of the highest quality. The City, through the Department, reserves the right to determine whether the food and beverages or services comply with the above standard. Additionally, the Department shall decide any and all questions which may arise as to the acceptability of services rendered, and as to the manner of performance and questions which arise as to the interpretation of the conditions and specifications and all questions as to acceptable fulfillment of this Agreement, except that actual termination shall only be accomplished with City Commission approval. The Department shall be entitled, at any reasonable time, to conduct an inventory of equipment maintained at the Banquet Hall pursuant to this Agreement. Use of the Banquet Hall shall not be permitted as a staging site or production kitchen for off-premise catering for non-City functions.

5.03 Contractor shall be entitled to retain all Gross Receipts from the operation of the Banquet Hall; provided, however, that City shall receive from Contractor such percentages of the Gross Receipts as set forth in section 6 as Compensation. Contractor shall bear all expenses in connection with the operation, management and maintenance of the Banquet Hall, except as expressly provided for in this Agreement.

5.04 Upon commencement of the Agreement, Contractor shall provide to the Department for its approval a detailed plan for the marketing of the Banquet Hall. This plan will be reviewed by the Department. Contractor shall cooperate fully with the Department to refine and implement the plan. The Contractor shall use the official Banquet Hall name established by the City, City logos and titles in all marketing materials and sales brochures.

5.05 City will provide Contractor with an office in the Civic Center for the conduct of Banquet Hall business. The Department shall establish reasonable hours of operation for the office. Contractor shall staff the office during all hours of operation established by the Department. The cost of telephone service for the office shall be at the sole expense of the Contractor.

5.06 City agrees to use its best efforts to include information and promotional materials relating to the Banquet Hall in applicable City promotions and advertising materials distributed by it in the normal course of promoting the City as it deems appropriate.

5.07 The Department shall have the following rights regarding Contractor's personnel:

(a) the right of final approval of the manager and head chef ;

(b) the right to require the replacement of the manager or head chef;

(c) require the Contractor to survey Banquet Hall patrons using forms in substantially the same form as set forth in Exhibit "A". The forms will be returnable to the Leisure Services Department. In order to demonstrate that Contractor is meeting its warranty obligation "that all food and beverages it sells and the services it renders will be of the highest quality," 90% or more of total patron responses in any six (6) month period shall be either "Excellent" or "Very Good." To determine whether the Contractor is meeting the 90% standard, the total number of "Excellent" and "Very Good" responses in all patron surveys returned within any six (6) month period shall be divided by the total number of responses in all categories ("Excellent," "Very Good," "Good," "Fair" and "Poor").

(d) the right to approve the uniforms and dress worn by all Contractor's personnel during events. The following dress standards shall apply to Contractor's personnel: The manager shall wear appropriate business attire. Kitchen personnel shall wear whites. The Maitre D' shall wear a blazer for daytime affairs and a tuxedo for special occasions as needed. Waitresses and waiters shall wear black slacks, or skirts, wing-tipped white collar shirts, ties and black jackets or vests. These standards may be changed with the approval of the Department;

(e) the right to remove any of Contractor's personnel from the Banquet Hall and other City property as determined by the Department;

(f) the right to require any action that may be necessary to assure the clean and neat appearance of the Contractor's personnel.

(g) require that the Contractor shall not utilize any person identified on any Florida or National registry as a sex offender or sex predator to provide services under this Agreement. Contractor represents that its principal owners, corporate officers and employees do not have any criminal charges.

5.08 The Contractor shall hire, employ and compensate its own employees, whether full-time or

part-time, and shall select, use and pay its own vendors. All employees and vendors shall meet all the requirements of this section. In performing work under this Agreement, Contractor shall use only persons who possess all required licenses, permits and health department certificates. All persons conducting business with the Contractor on City property shall at all times conduct themselves in a professional and courteous manner. All persons conducting business with Contractor on City property shall enter and leave the facility via the entrance(s) designated by the Department. Only those persons actually working an event or those vendors making deliveries shall be permitted in the Banquet Hall. The Contractor shall dismiss and remove from City property any employee or vendor found drinking alcoholic beverages or using illegal substances.

5.09 Contractor shall not place or permit to be placed any signage either outside or inside the Banquet Hall unless approved in advance by the Department.

5.10 Contractor shall have the following maintenance and cleanup obligations for the Banquet Hall and Banquet Hall Facilities:

(a) The Contractor shall maintain the Banquet Hall, Banquet Hall Facilities, equipment and small wares, in a good state of repair, including maintenance and repair necessitated by ordinary wear and tear. Contractor shall have the carpet in the Banquet Hall cleaned periodically by a professional carpet cleaner.

(b) The Contractor shall establish a replacement reserve fund, which shall be maintained in a separate bank account. The Contractor shall deposit one percent (1%) of monthly Gross Receipts into the replacement reserve fund on or before the 20th of each month until the fund contains an amount of money equal to the Contractor's initial investment commitment as set forth in paragraph 3.01. In no event shall Contractor's expenditures from the fund cause the amount of money in the fund to drop below 50% of the initial investment commitment. The fund shall be used solely to replace any equipment or small wares damaged beyond repair, rendered useless or, at the sole discretion of the Department, deemed unsuitable for Banquet Hall operations. The type and suitability of and necessity for new and replacement equipment and small wares shall be subject to approval of the Department provided the Department's approval is not unreasonably withheld. The replacement reserve account is not intended to be the sole source of funds for Contractor's obligations under this Agreement to replace equipment and small wares and Contractor shall supplement the replacement reserve account with other funds of Contractor, as needed, to replace damaged equipment and small wares in accordance with the terms of this Agreement.

(c) The Contractor shall maintain the Banquet Hall and Banquet Hall Facilities in a clean and sanitary condition in accordance and consistent with all applicable policies and procedures, rules, regulations and requirements of law, pertinent health and sanitary codes, and requirements of duly authorized health authorities of Broward County and any other agency having jurisdiction.

(d) The Contractor shall be responsible for pest control in all areas where food is prepared, dispensed or stored and, at its sole expense, shall select, hire and supervise exterminators to control vermin and pests as necessary.

(e) The Contractor shall provide all janitorial services necessitated by the provision of food and beverage services. The Contractor shall provide, at its sole expense, adequate trash receptacles in the vicinity of food service areas. These areas shall be regularly monitored by the Contractor for cleanliness and trash removal during events. All garbage generated by the Contractor's operations, including garbage deposited in trash receptacles located in public areas, shall be promptly and properly disposed of after each event. All garbage which might contain any moisture whatsoever shall be placed in sturdy plastic bags securely tied. All garbage shall be placed into outdoor garbage containers provided by the City's solid waste hauler. The Contractor shall maintain the enclosure areas for the garbage containers free of debris and odors. The inside of the containers shall be washed regularly, but not less than once a week.

(f) The City, at its sole option, may require the Contractor to institute a recycling program. Contractor will take all necessary actions to institute such program upon notification by the City, which may include Contractor engaging, at its expense, the services of an authorized recovered materials contractor.

5.11 Every six (6) months during the Total Term, Contractor shall furnish to the Department for its approval standard menus and their prices, including any package pricing. All pricing shall include service charges and gratuities, but exclude sales tax. Menus shall include menus for Kosher catering. The Contractor's proposed price schedule shall include the size, weight, grade and price of each item. For any package pricing, Contractor shall identify the portion of the total cost allocated for bar services, if any. Upon Department approval, the menus and prices shall remain in effect and shall be charged and collected by the Contractor for the next six (6) months. Under no circumstances will the Contractor permit the use of the Banquet Hall or Banquet Hall Facilities free of charge or in exchange for barter or trade. Contractor shall permit the use of the Banquet Hall or Banquet Hall Facilities for catered events only. In the event unique economic conditions result in unusual costs increases to the Contractor, the Department shall consider a request by the Contractor for price changes to the standard menus at times other than the semi-annual date. Contractor may deviate from the standard menus for legitimate business purposes only. Legitimate business purposes shall include substitutions of non-standard menu items; reduced pricing for repeat customers; and reduced pricing due to the lack of timely booking for the Banquet Hall. Legitimate business purposes shall not include discounts for relatives or friends of the Contractor or Contractor's employees, unless a legitimate business purpose, as indicated above, is present. All deviations from the standard menu pricing shall be documented in a manner acceptable to the City. Documentation shall include the prices actually charged and the reason for the deviation from the standard menu pricing. If Contractor's deviation from a standard menu results in a lower menu price, compensation paid by the Contractor to the City shall be based on the standard menu pricing.

5.11.1 For City and City-sponsored events, the Department may require the use of non-standard menus. In such event, prices shall be agreed to in advance by the Department and Contractor. Revenues from City events shall not be subject to the Compensation requirements of Section 6.

5.11.2 In addition to menu charges, the Contractor shall charge for the use of the Banquet Hall in accordance with the rate schedule adopted by the City Commission, as may be amended from time to time, except for City-authorized use, which may or may not include catering service. The current rate

schedule is attached to this Agreement as Exhibit "B."

5.12 Contractor shall comply with all rules, policies and procedures promulgated by the Department for use of the Banquet Hall and Banquet Hall Facilities, including rules regarding smoking. City reserves the right to eject or cause to be ejected from the Banquet Hall any person or persons causing a disturbance and neither City nor any of its officers, agents or employees shall be liable to Contractor for any damages that may be sustained by Contractor through exercise by City of such right.

5.13 Contractor and its personnel shall not distribute literature of any kind during Banquet Hall events unless prior approval is obtained from the Department. The Contractor shall render service to the public in a dignified manner. No pressure or coercion shall be used by the Contractor in an attempt to influence the public to use the Banquet Hall or any of Contractor's services.

5.14 Contractor shall submit to the Department for its written approval a list of all major subcontracts, including major purchases. The Contractor shall not subcontract, transfer or delegate any of its obligations under this Agreement without the Department's advance written approval. No subcontract entered into by Contractor shall relieve the Contractor of any of its liabilities or obligations under this Agreement, including those assumed by any subcontractor. The Contractor shall make the provisions of this Agreement an integral part of any subcontract.

5.15 Contractor shall make available valet service to all Banquet Hall customers. Valet service shall be subject to the provisions of section 5.14 above.

6. **COMPENSATION/ACCOUNTING**

6.01 Contractor, for the right to operate the Banquet Hall pursuant to the terms of this Agreement, shall pay as Compensation to the City on a monthly basis percentages of Gross Receipts generated from the sale of the following:

(a)	Food and beverages (except bar services and services provided pursuant to section 5.11.1)	3%
(b)	Bar services	8%
(c)	Other/miscellaneous income	18%

6.02 In addition to percentages of Gross Receipts provided for in section 6.01 above, Contractor shall pay to City the following amounts as Compensation:

(a) three percent (3%) of monthly Gross Receipts for the cost of electricity, natural gas, solid waste, water and sewer services provided by City for Contractor's operation;

(b) seven percent (7%) of monthly Gross Receipts for contract administration.

(c) two percent (2%) of monthly Gross Receipts to provide a marketing fund for the

Banquet Hall to be used by the City in addition to Contractor's marketing efforts.

6.03 Contractor shall (i) in connection with its payment and accounting obligations to the City, follow generally acceptable accounting principles; (ii) maintain two separate bank accounts, one for revenues and expenditures associated with the operation of the Banquet Hall and one for the replacement reserve fund as described in subsection 5.10(b); (iii) conduct its business in accordance with good business practices; (iv) maintain "arms-length" business relationships with all vendors; (v) retain an independent accounting firm and use its best efforts to require such firm to issue to Contractor a letter to the effect that Contractor's controls over the recording of all Gross Receipts as defined in section 1.05 and identified in section 6.01 are sufficient to fairly record the revenue in accordance with generally accepted accounting principles, or indicating the contrary. Contractor will deliver a copy of the letter to City when submitting the unqualified annual audit report referenced in section 6.04. This letter is not intended to require a so-called certification of audit (e.g. fairly represents) report by Contractor's accountant but rather a report ("comfort letter") on Contractor's internal controls and reporting procedures.

(a) If menu pricing includes an open bar, a separate accounting for bar service will not be required. Should a private party contract provide for a cash bar, bar services will be reported on the private party contract independent of food services. All beverages sold or dispensed from the bar will be recorded on a cash register or like system approved by the City. The cash register tape or like system report will be filed with the completed private party contract and made available to the City's internal auditor upon demand.

6.04 On or before the 20th of each month during the Total Term of the Agreement, Contractor shall furnish to City a complete and accurate monthly revenue report (certified to be true and accurate by Contractor's president) by Contractor's accountant (which may be Contractor's staff accountant) in writing with respect to the Compensation that City is entitled to receive under this Agreement. Such revenue report shall be accompanied by the appropriate amount shown to be due and payable to City. The statement shall be accompanied by a bank check made payable to "City of Sunrise," which shall be delivered to the City's Finance Department. Annually, the Contractor shall submit to the Department an annual audit with an unqualified opinion by an independent Certified Public Accountant. The audit shall be submitted no later than ninety (90) days after the end of the Contractor's fiscal year. All sums due and owing to the City under this Agreement shall bear interest at the rate of eighteen percent (18%) per annum computed on a daily basis from the date due until the date of payment.

6.05 Contractor shall for a two (2) year period after each Banquet Hall event maintain adequate and accurate books of accounts and records in respect of the calculation and determination of all Gross Receipts and Compensation paid to the City. Records will be maintained within Broward County and available to the City's Internal Auditor on an unannounced basis.

6.06 The City shall issue to the Contractor, serialized private party contracts for use in booking Banquet Hall events. The contracts will be issued in numerical order, with each serial number (to include voids and cancellations) accounted for. Contractor shall maintain a contract log showing contract numbers, customer name, and scheduled date of each event. The monthly revenue report remitted with payment and referenced in section 6.04 shall agree with the monthly activity in the

contract log. City shall have the right, during reasonable hours, to have its auditor(s) conduct audits and reviews of such books of accounts and records as same relates to Compensation at any time.

6.07 In the event that (i) any audit reveals any underpayment to the City or, (ii) if Contractor negligently or willfully fails to maintain its books and records in a reasonable business manner so as to preclude or frustrate City from conducting such audit, Contractor agrees that it shall reimburse City for City's reasonable costs and expenses in connection with such audit, if the audit - was performed by the City's auditors, and pay any amount which may be owed to City. Contractor agrees to give City a copy of any audits of Contractor conducted by third parties in respect to City's Compensation. Payment shall be made on demand with interest computed as defined in section 6.04.

6.08 Contractor shall be solely responsible for collecting, paying and reporting all taxes to the appropriate taxing authorities.

7. **ALCOHOLIC BEVERAGES**

7.01 Contractor shall maintain all licenses necessary to dispense alcoholic beverages at the Banquet Hall. The City, at is sole discretion, may, if allowable by state law, transfer its existing alcoholic beverage license to the Contractor. In that event, Contractor shall accept such transfer and pay any required fees to the State of Florida. Upon receipt of the license in Contractor's name, Contractor shall execute an application for the transfer of the license back to the City, which application City shall hold in escrow during the Term of this Agreement. If this Agreement is terminated for any reason whatsoever, City shall process the license transfer application through the State of Florida to return the license to the City's name.

7.02 The Contractor shall use only qualified and supervised personnel with training and experience in the serving of alcoholic beverages.

7.03 The decision to serve or not to serve alcoholic beverages to any individual of legal drinking age shall be the sole responsibility of the Contractor. Contractor shall not serve alcoholic beverages to any person who is not of legal drinking age.

8. **REPRESENTATIONS AND WARRANTIES**

8.01 Contractor warrants to City that it is not insolvent, it is not in bankruptcy proceedings or receivership, nor is it engaged in or threatened with any litigation or other legal or administrative proceedings or investigations of any kind which would have an adverse effect on its ability to perform its obligations under the Agreement.

8.02 Contractor and City each represent and warrant that they have the right, power and authority to enter into and perform this Agreement and that this Agreement and its obligations have been duly and legally authorized by each party.

8.03 Contractor represents and warrants that it shall have, prior to each Banquet Hall event, all necessary and required licenses and permits, including, but not limited to, City and County

occupational licenses.

9. DAMAGE OR DESTRUCTION

9.01 In the event that the Banquet Hall shall be destroyed or damaged in whole or in part by any natural disaster, including without limitation, fire (other than a fire caused by Contractor's operations), hurricane, flood, earthquake, accident, explosion, war or armed conflict, act of public enemy or by Act of God, this Agreement shall automatically terminate. In such event, the City shall receive Compensation up to the date of termination.

9.02 Contractor shall not injure, mar or in any manner deface the Banquet Hall or Banquet Hall Facilities contained therein and shall not cause or permit anything to be done whereby the Banquet Hall or Banquet Hall Facilities shall be in any manner injured, marred or defaced. Contractor shall not tape items, drive nails, hooks, tacks or screws into any part of the Banquet Hall or Banquet Hall Facilities and will not make or allow alteration of any kind to be made, except as expressly provided for in this Agreement.

9.03 In the event of damage to or destruction of the Banquet Hall or Banquet Hall Facilities caused by Contractor's operations, Contractor shall pay all costs for cleanup, repair and replacement and all damages of whatever origin or nature, ordinary wear and use thereof only excepted, which are needed in order to restore the Banquet Hall and Banquet Hall Facilities to a condition equal to their condition on the date this Agreement was commenced. Damage to building systems, including the roof, air conditioning, electrical and plumbing, not caused by Contractor are the responsibility of the City. The City shall not be liable or responsible to Contractor or *any* third party for any loss, damage, or expense resulting from a malfunction of, defect in or damage to any building system. Contractor shall include a term in all contracts relating to the Banquet Hall and Banquet Hall Facilities disclaiming liability on behalf of the City for any booking cancelled due to the failure of any building system or due to force majeure.

10. RECORDING OF AGREEMENT

This Agreement shall not be recorded.

11. EVENTS OF DEFAULT

11.01 An event of default ("Event of Default") shall have occurred hereunder if:

(a) Contractor fails to make any payment to City required by this Agreement when such payments are due and payable and Contractor fails to cure such default within ten (10) business days after its receipt of written notice of such failure.

(b) Contractor fails to observe or perform any material covenant or condition for a period of more than thirty (30) days after receipt by Contractor of written notice of such failure, unless City shall agree in writing to an extension of such time prior to its expiration, or in the case of any such failure which cannot be cured with due diligence within such thirty (30) day period, Contractor fails to proceed promptly to prospectively cure the same provided that, if any such failure involves health or safety issues, the City shall have the right upon written notice to Contractor to take such reasonable actions as may be

necessary to remedy such failure(s) as same relates to such health or safety issues and Contractor agrees to reimburse City for City's cost of remedying such failure(s).

(c) City fails to observe or perform any material covenant or condition for a period of more than thirty (30) days after receipt of written notice, specifying such failure unless Contractor shall agree in writing to an extension of such time or, in the case of any such failure which cannot be cured with due diligence within such thirty (30) day, City fails to proceed promptly to prospectively cure the same.

11.02 Upon the occurrence of any Event of Default, the party not in default shall have the right to terminate this Agreement by giving the other party written notice of its intention to terminate this Agreement, which notice shall not become effective until at least ten (10) days after receipt thereof.

11.03 The parties agree that unless another remedy is expressly provided for in this Agreement, termination shall be the only remedy available to the parties, and that neither party shall have the right to seek monetary damages against the other.

11.04 In the event the Contractor cannot perform its obligations under the Agreement because of a labor dispute, such nonperformance will not be considered a default; provided, however, that in the event of a labor dispute, the City may operate the Banquet Hall until the labor dispute is settled. During the period of operation by the City, the City shall be entitled to the full use of the Banquet Hall and Banquet Hall Facilities, to use the services of any of Contractor's suppliers or vendors, and to use the on-hand inventory of the Contractor, and the Contractor shall not be entitled to any monies received from such operations. In such event, the City shall agree to pay the Contractor a sum equal only to the cost of the Contractor's supplies and inventory consumed by the City in such operation. In the event the labor dispute remains unresolved for an unreasonable period of time, the City retains the option to terminate the Agreement upon thirty (30) days written notice to Contractor.

11.05 This Contract may be terminated by the City Commission without cause upon sixty (60) day written notice to the Contractor. In the event of such a termination without cause, the Contractor shall be compensated for all work completed to date, together with reimbursable expenses incurred. In such event, the Contractor shall promptly submit to the City its invoice for final payment and reimbursement under the terms of this Contract. It is the Contractor’s responsibility to terminate all existing agreements should termination without cause be enforced. Further, upon receipt of any notice of termination, Contractor shall not enter into any new agreements for events on the Premises.

12. **INSURANCE**

12.01 The requirements identified herein, as well as City's review of the insurance maintained by Contractor, is not intended to and shall not in any manner limit nor qualify the liabilities under the law or obligations assumed by Contractor under this Agreement. Contractor agrees to maintain, on a primary basis and at its sole expense, at all times during the life of this Agreement the following insurance coverages, limits, including endorsements, described herein:

(a) Commercial General Liability Contractor shall maintain Commercial General Liability at a limit of liability not less than $1,000,000 each occurrence and $2,000,000 annual aggregate. Coverage shall not contain any endorsement(s) excluding or limiting. Product/Completed Operations, Contractual Liability nor Cross Liability.

(b) Business Automobile Liability. Contractor shall maintain Business Automobile Liability at a limit of liability not less than $1,000,000 each occurrence. Coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event Contractor does not own automobiles, Contractor shall maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

(c) Worker's Compensation Insurance & Employers Liability. Contractor shall maintain Worker's Compensation Insurance & Employers Liability. Exemptions will not satisfy this requirement.

(d) Liquor Legal Liability (Designated Location/Premises). Contractor shall maintain Liquor Legal Liability at a limit of liability not less than $1,000,000 each occurrence and $2,000,000 annual aggregate. Host Liquor liability coverage will not satisfy this requirement. This coverage maybe written on a designated premises / location only basis. The location is identified in Section 1.01. This coverage may be satisfied by way of endorsement to the Commercial General Liability policy.

(e) Commercial Property insurance Contractor shall maintain Commercial Property Insurance for business personal property at a limit not less than the investment commitment amount identified in Section 3.01. Contractor shall endorse the location identified in Section 1.01 as a designated location covered by the policy.

Umbrella or Excess Liability (Designated Location / Premises). Contractor shall maintain a Commercial Umbrella or Excess Liability policy in an amount not less than $1,000,000 each occurrence and $1,000,000 annual aggregate. Contractor agrees to endorse City as an Additional insured on the Umbrella or Excess Liability, unless the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis, which is clearly indicated on the Certificate of Insurance. This coverage may be written on a designated premises l location only basis. The location is identified in Section 1.01.

12.02 Additional Insured Endorsement (applicable to liability insurance). Contractor agrees

to endorse City as an additional Insured with either a CG 2010 Additional Insured - Owners, Contractors & Lessors endorsement, or a CG 2026 Additional insured - Designated Person or Organization endorsement, or one of their equivalent, to the Commercial General Liability identified in Section 12.01(a). Contractor further shall endorse City as an additional insured on the Liquor Legal Liability as identified in Section 12.01 (d); and agrees to endorse City as an Additional Insured on the Umbrella/Excess Liability policy as identified in Section 12.01 (f). The Additional Insured shall read City of Sunrise for all endorsements.

12.03 Loss Payee Endorsement (applicable to property insurance). Contractor agrees to endorse the City as a Loss Payee on the Commercial Property insurance identified in Section 12.01(e) with respect to the business personal property coverage on the investment commitment amount identified in Section 3.01. The Loss Payee shall read City of Sunrise.

12.04 Waiver of Subrogation Endorsement. Contractor agrees by entering into this Agreement to a Waiver of Subrogation for each required policy. When required by the insurer, or should a policy condition not permit Contractor to enter into an pre-loss agreement to waive subrogation without an endorsement, then Contractor agrees to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others; or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which includes a condition specifically prohibiting such an endorsement, or voids coverage should Contractor enter into such an agreement on a pre-loss basis.

12.05 Deductibles, Coinsurance & Uncovered Losses. The Contractor shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, coinsurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, coinsurance penalty, or self-insured retention. Contractor agrees the maximum deductible or self-insured retention on any required coverage shall not exceed $10,000 without written approval by City's Risk Management Division.

12.06 Certificate(s) of Insurance. Contractor shall provide City with a Certificate(s) of Insurance evidencing that all coverages, limits and endorsements required herein are maintained and in full force and effect. The Certificate(s) of Insurance shall include a minimum thirty (30) day endeavor to notify due to cancellation or non-renewal of coverage. The Certificate Holder address shall read:

City of Sunrise
Director, Department of Leisure Services
10610 West Oakland Park Boulevard
Sunrise, FL 33351

(a) In the event the City is notified that a required insurance coverage will cancel - or be non-renewed during the period of this Contract, the Contractor shall agree to furnish at least fourteen (14) days prior to the expiration of such insurance, a new certificate of insurance as proof that coverage has been replaced. Contractor shall not continue to work pursuant to this Agreement unless all required insurance remains in effect. The City shall have the right, but not the

obligation, of prohibiting Contractor or any subcontractor from entering the Banquet Hall until such replacement coverage has been arranged and proof provided. The City reserves the right to withhold compensation, monetary or otherwise, from the Contractor until coverage is replaced and proof provided. If Contractor fails to maintain the required insurance, the City reserves the right, but not the obligation, to purchase insurance on behalf of the Contractor for which the Contractor agrees to reimburse the City for all premiums and costs incurred.

(b) Additional requirements for Certificates of Insurance:

1) The Certificate shall clearly identify the City of Sunrise as an Additional Insured as described in Sections 12.01 (1), 12.03 and 12.04

2) The Certificate shall clearly indicate a minimum thirty (30) day endeavor to notify requirement in the event of cancellation or non-renewal of coverage.

3) The Certificate shall clearly indicate any applicable deductibles or self-insured amounts applicable to any required coverage.

12.07 Right to Revise or Reject. City reserves the right, but not the obligation, to revise any insurance requirement, not limited to limits, coverages and endorsements, or to reject any insurance policies that fail to meet the requirements of this Agreement. Additionally, City reserves the right, but not the obligation, to review and reject any insurer providing coverage due of its poor financial condition or failure to operate legally.

12.08 No Representation of Coverage Adequacy. The coverages, endorsements and limits are being required to protect primarily the interests of the City, and the Contractor agrees that in no way should the coverages, endorsements and limits be relied upon when assessing the extent or determining appropriate coverage to protect the Contractor against any loss exposures, whether as a result of this Agreement or otherwise.

12.09 Incident/Claim Reporting. Contractor agrees to report, as soon as reasonable, in writing to the City's Risk Management Division and the Department any time a guest or customer sustains an injury or property damage, or an incident occurs which might reasonably be expected to result in any claim under any of the required coverages. The Contractor agrees to cooperate with the City in promptly releasing reasonable information periodically as to the disposition of any claims, including a history of incidents or claims experience to the Contractor's operations at the Banquet Hall. The Contractor agrees to use the Incident Report Form attached as Exhibit "C" when reporting incidents or claims to the City.

13. INDEMNIFICATION; SECURITY

13.01 In consideration of the payment of the sum of twenty-five dollars ($25.00), receipt of

which is hereby acknowledged by Contractor, Contractor agrees to indemnify, defend, save and hold harmless City, its officers, agents and employees from any and all claims, damages, liabilities, losses, causes of action, liens or judgments of any kind or nature whatsoever which may arise out of, in connection with, or because of Contractor's or any subcontractor's performance of the Contractor's duties and obligations under this Agreement, whether caused in whole or in part by the negligence of the City of Sunrise, including, but not limited to, the use, maintenance, management or operation of the Banquet Hall, the Banquet Hall Facilities or any exterior facilities and grounds, parking areas, pedestrian walkways, vehicular paths and grassy areas used to access the Banquet Hall. Contractor shall pay all claims, losses, liens, settlements or judgments of any nature whatsoever in connection therewith, including but not limited to reasonable attorney's fees and costs to defend all claims or suits, in the name of City when applicable.

13.02 Contractor agrees to defend all actions in the name of City provided, however, that City reserves the right to select its own legal counsel to conduct any defense in any such proceeding, provided, however, that Contractor has the right to request a substitution of counsel if it so reasonably desires subject to the requirements of any insurance policies of City. All costs and fees associated therewith shall be the responsibility of Contractor under this indemnification agreement.

13.03 Nothing contained herein is intended nor shall be construed to waive City's rights and immunities under the common law or section 768.28, Florida Statutes, as amended from time to time. The provisions of this section shall survive the execution, delivery and performance of this Agreement.

13.04 Under no circumstances shall City be liable for any damages arising out of Contractor's operation, management and maintenance functions under the Agreement, including, but not limited to, the following:

(a) Losses or damages to third parties.

(b) Economic and consequential damages (including lost profits or savings) or incidental damages even if City is informed of their possibility.

13.05 City assumes no responsibility whatsoever for any property placed in the Banquet Hall or other City property provided hereunder by Contractor, its agents, employees, independent contractors, volunteers or invitees. City is hereby expressly released and discharged from any and all liabilities for any loss, injury or damage to such property that may be sustained by reason of the operation, management and maintenance of the Banquet Hall or Banquet Hall Facilities under this Agreement.

13.06 The Contractor shall furnish to the City at the time of execution of this Agreement either a Performance Bond executed by the Contractor as principal and by a surety company acceptable to the City as surety in the penal sum of Seventy-five Thousand Dollars ($75,000) or such other form of security as may be acceptable to the City Attorney. The surety shall be conditioned upon payment by the Contractor of the sums due the City under the terms of the Agreement as well as faithful performance by the Contractor of all conditions and covenants of the Agreement.

14. WAIVER

No waiver by either Contractor or City, respectively whether express or implied, of any of the provisions of this Agreement or, of any breach or default hereunder, shall constitute a continuing waiver of such provision(s) or any other provisions hereof.

15. ASSIGNMENT

This Agreement shall not be assigned by Contractor. No merger of Contractor with another other corporation or business entity may occur without City's consent.

16. COMPLIANCE WITH LAWS

16.01 Contractor agrees, to the extent required by law, to abide by applicable Federal and State laws and City and County ordinances.

16.02 Contractor will comply with all applicable Federal, State, County and City laws and ordinances based on non-discrimination against all members of the general public without exception based upon race, color, sex, age, handicap, religion or national origin in connection with the conduct and operation of the Banquet Hall.

17. SIGNIFICANCE OF HEADINGS

The headings and captions of this Agreement are for the convenience of the parties and are not to be used to interpret or construe this Agreement. Accordingly, in the event of any question with respect to the construction of this Agreement, it is to be construed as though such section headings have been omitted.

18. GOVERNING LAW AND VENUE

This Agreement shall be governed and construed in accordance with the laws of the State of Florida. Contractor and City agree that Broward County, Florida is the appropriate venue in connection with any litigation between the parties with respect to this Agreement. Both parties agree that in the event litigation is brought by either party arising out of, under, or in connection with this Agreement, that each knowingly, irrevocably, voluntarily and intentionally waives any right to a trial by jury. Except as set forth in section 13, should the Parties be involved in legal action arising under, or connected to this Agreement, each party will be responsible for their own attorney’s fees and costs.

19. APPROVALS

Unless otherwise specifically provided herein, any approvals by either party to this Agreement shall not be unreasonably withheld.

20. ENTIRETY OF AGREEMENT

This Agreement, together with any attachments, sets forth the entire Agreement and

understanding between the parties hereto relating in any way to the subject matter contained herein and merges all prior discussions between Contractor and City. Neither party shall be bound by any agreement, condition, warranty or representation other than as expressly stated in this Agreement and this Agreement may not be amended or modified except by written instrument signed by both parties.

21. INDEPENDENT CONTRACTOR

Contractor acknowledges that it is entering into this Agreement as an independent contractor and that Contractor is not a partner or agent of the City, nor shall this Agreement in any way constitute a partnership agreement between them. Neither party hereto shall have the right to bind the other party.

22. NOTICES

22.01 All notices required by this Agreement shall be sent by certified mail, return receipt requested, by personal delivery or by facsimile to:

City

Director
Department of Leisure Services
10610 West Oakland Park Boulevard
Sunrise, Florida 33351
Office Telephone: (954) 747-4631 Facsimile Telephone: (954) 572-2476

With a copy to:

City Attorney's Office

10770 West Oakland Park Boulevard
Sunrise, Florida 33351
Office Telephone: (954)764-3300 Facsimile Telephone: (954) 746-3307

Contractor

_____

_____

22.02 All notices sent by certified mail shall be deemed received three (3) business days after the same have been deposited in the U.S. mails with full postage affixed. Notices sent by and personal

delivery or by facsimile shall be deemed received when actually delivered. In the event that notice is sent by facsimile an additional copy of such notice must be sent simultaneously by certified mail, return receipt requested.

23. TERMINATION

23.01 In addition to those Events of Default provided for in section 11 of this Agreement, City shall have the right to terminate this Agreement upon the occurrence of one (1) or more of the following events:

(a) Contractor commences a voluntary case under any chapter of the Bankruptcy Code now or hereafter in effect or, if Contractor takes any equivalent or similar action by filing a petition under any other federal or state law in effect at such time relating to bankruptcy or insolvency;

(b) A petition is filed against Contractor under any chapter of the Bankruptcy Code as now or hereafter in effect at the time of the filing or, if a petition is filed seeking any such equivalent or similar relief against Contractor under any other federal or state law in effect at the time relating to bankruptcy or insolvency;

(c) Contractor makes a general assignment for the benefit of creditors;

(d) Contractor admits in writing an inability to pay its debts generally as they become due.

24. LICENSE NOT A LEASE

This Agreement shall not be deemed to be a lease of the Banquet Hall, but rather a license granted to Contractor by City to use the Banquet Hall for a limited time and on a limited basis under the terms and conditions stated herein. No leasehold interest in the Banquet Hall is conferred upon Contractor under the provisions hereof. Any private party contracts entered into between Contractor and Banquet Hall users shall not be deemed to be a lease of the Banquet Hall and all private party contracts shall contain a provision that states that the contract does not create a leasehold interest, but merely grants a license for temporary use of the Banquet Hall.

25. PROHIBITION AGAINST CONTINGENT FEES

Contractor warrants that it has not employed or retained any company or person other than a bona fide employee working solely for Contractor to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than bona fide employees working solely for Contractor any fee, commission, percentage, gift or other consideration contingency upon or resulting for the award for making of this Agreement. For the breach or violation of this provision, City shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

26. CONSTRUCTION OF AGREEMENT

The parties to this Agreement hereby acknowledge they have fully reviewed this document and have had the opportunity to consult with legal counsel of their choice, have had the opportunity to participate in negotiations regarding specific terms of this Agreement and, therefore, this Agreement is not to be construed against any party as if they were the drafter of this Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK AND SIGNATURES FOLLOW ON ATTACHED PAGE]

IN WITNESS WHEREOF, the Purchasing Director, authorized to execute same by City Commission, has made and executed this Contract on behalf of the City the day and year below written and Contractor has hereunto set its hand the day and year below written.

CITY OF SUNRISE

By:_____

Print: Glenn R. Cummings

Title: Acting Purchasing Director

Date: _____

Approved as to form and legal sufficiency

Office of the City Attorney for Sunrise, Florida

10770 West Oakland Park Boulevard

Sunrise, Florida 33351

Telephone: (954) 746-3300

By:_____

Stuart R. Michelson

City Attorney

CONTRACTOR

_____	(_____)
Witness	Print Contractor Name Above
_____	By:_____
Witness	Title:_____
	Date:_____

EXHIBIT "A"

Dear Banquet Hall Patron:

Thank you for allowing the City of Sunrise Banquet Hall to host your recent event. We hope your function was everything you anticipated. Please take a moment to answer the following questions so that we can continue providing for your comfort and satisfaction, now and in the future:

Your Name:_____

Your Group's Name:_____

Date of Event:_____

Type of Event:_____

Room Used (Salon A, Salon B, Salon C, or Combination:_____

Rate the following by marking the appropriate box in each category below:

	Excellent	Very Good	Good	Fair	Poor
Facilities	( )	( )	( )	( )	( )
Food Service	( )	( )	( )	( )	( )
Food Quality	( )	( )	( )	( )	( )
Bar Service	( )	( )	( )	( )	( )
Bar Quality	( )	( )	( )	( )	( )
Courtesy of Staff	( )	( )	( )	( )	( )
Restrooms	( )	( )	( )	( )	( )

Would you use our services again? Yes ( ) No ( )
Would you recommend us to a friend? Yes ( ) No ( )

Comments:

Thank you, again!

EXHIBIT "B"

ROOM RATES

	Resident	Non Resident
Rate with full catering	No charge per salon No charge per Banquet Hall (3 salons)	$150 per salon** Minimum $400 per Banquet Hall Minimum (3 salons)*
Rate with limited food Service menu (continental breakfast, Reception with hot hors d'oeuvres, beverage service or coffee breaks (etc.)	$150 per salon** Minimum $400 for Banquet Hall Minimum (3 salons)**	$150 per salon** Minimum $400 per Banquet Hall Minimum (3 salons)**

Rooms may only be used for catered events.
Rate is for five-hour maximum and includes room setup and breakdown.
Residents must provide proof of residency satisfactory to the Department

* Charges to be paid directly to City and will not be included in Gross Receipts.
**Charges shall be treated as Gross Receipts miscellaneous income.

CITY OF SUNRISE FLORIDA

AGENDA ITEM REQUEST

Originating Department: Purchasing

Item Title: Vehicles

Item Number: 9 J

Meeting Date: 1/12/2010

City Reference Number (C#): C100010

Item Description:

Approval to purchase forty-two (42) replacement fleet vehicles from various vendors under the terms of the Florida Sheriff's Association Bid No. 09-17-0908, and one (1) Sewer Truck, and one Sewer Truck under the terms of the City of Orlando Bid SB09-1095 for Various City Departments.

Funding:

402-4201-536.64-05 $1,345,851.00 Utilities Machinery and Equipment/Motor Vehicles; 402-4215-536.64-05 $28,374.00 Public Service Machinery and Equipment/Motor Vehicles; 402-4101-532.64-05 $107,744.00 Gas Machinery and Equipment/Motor Vehicles; 191-0000-541.64-05 $348,033.00 Fuel and Roadway Machinery and Equipment/Motor Vehicles

Amount:

$1,830,002.00

Attachments:
CAO Resolution

Background:

Various City Departments require a total of (43) forty-three replacement fleet vehicles with associated equipment, including one (1) Sewer Truck. These vehicles will replace fleet vehicles that meet the identified criteria for replacement under the Vehicle Replacement Program. In 2008, the City and First Vehicle Services agreed on replacement criteria during the contract negotiation process. Recently this replacement criteria was renegotiated and revised for better terms to extend the life cycle of the City's fleet. Based on the revised criteria established to replace City vehicles, the Fleet Services Coordinator and First Fleet Vehicle Service evaluated the condition of each vehicle and recommended retention of some vehicles for an additional year even though these vehicles met the revised replacement criteria. The Purchasing Division and Various City Departments recommend awarding contracts under the terms of the Florida Sheriffs Association Bid No. 09-17-0908 and city of Orlando Bid SB09-1095 as follows: 36 vehicles from Garber Ford Mercury 2 vehicles from Hollywood Chrysler Jeep 4 vehicles from Atlantic Truck 1 Sewer Truck from Pat's Pump & Blower

---

Department Head Recommendation:
Approval

Person With Additional Information:
Name: Wendy lLorenzo Phone: 954-572-2485

Department Head Name and Title:
Tariq Riaz, Central Services Director

City Manager:

SUNRISE, FLORIDA

RESOLUTION NO.

A RESOLUTION OF THE CITY OF SUNRISE, FLORIDA, APPROVING THE PURCHASE OF FORTY-THREE REPLACEMENT VEHICLES WITH ASSOCIATED EQUIPMENT, FOR VARIOUS DEPARTMENTS, UNDER THE TERMS OF THE FLORIDA SHERIFFS ASSOCIATION BID NO. 09-17-0908 AND THE CITY OF ORLANDO BID SB09-1095; AND PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF SUNRISE, FLORIDA:

Section 1. The purchase of forty-two (42) replacement vehicles under the terms of the Florida Sheriffs Association Bid No. 09-17-0908, and one (1) Sewer Truck under the terms of the City of Orlando Bid SB09-1095 as follows, is hereby approved:

Qty	Vehicle	Vendor	Cost Per Vehicle	Extended Cost
1	Ford Escape (4WD) (Utilities)	Garber Ford Mercury	$18,109.00	$18,109.00
1	Ford F-450 Utility (Utilities)	Garber Ford Mercury	$44,340.50	$44,340.50

Qty	Vehicle	Vendor	Cost Per Vehicle	Extended Cost
1	Ford F-550 Utility with Crane (Utilities)	Garber Ford Mercury	$75,988.00	$75,988.00
2	Ford F-550 Crew Cab (Utilities)	Garber Ford Mercury	$49,198.00(1) $49,523.00 (1 with manual)	$98,721.00
1	Ford F-550 Utility (Utilities)	Garber Ford Mercury	$45,518.50	$45,518.50
8	Ford F-250 Extended Cab, Diesel (Utilities)	Garber Ford Mercury	$30,231 (7) $30,556 (1 with manual)	$242,173.00
1	Ford F-450 Extended Cab Utility (Utilities)	Garber Ford Mercury	$66,783.00	$66,783.00

Qty	Vehicle	Vendor	Cost Per Vehicle	Extended Cost
2	Jeep Grand Cherokee (Utilities)	Hollywood Chrysler Jeep	$21,834.00(1) $21,954.00 (1 with manual)	$43,788.00
2	Ford Escapes(2WD) (Utilities)	Garber Ford Mercury	$16,537.00 (1) $16,862.00 (1 with manual)	$33,399.00
5	Ford F-250 Utility (Utilities)	Garber Ford Mercury	$36,494.00 Ea.	$182,470.00
1	Ford F-450 Utility w/ Crane (Utilities)	Graber Ford Mercury	$68,025.00	$68,025.00
1	12 YD Freightliner Dump Truck (Utilities)	Atlantic Truck	$88,520.00	$88,520.00
1	F-550, Extended Cab (Utilities)	Garber Ford Mercury	$38,522.00	$38,522.00

Qty	Vehicle	Vendor	Cost Per Vehicle	Extended Cost
1	Aquatech Sewer Truck (Utilities)	Pat's Pump & Blower	$299,494.00	$299,494.00
1	Ford Escape (Public Service)	Garber Ford Mercury	$15,546.00	$15,546.00
1	Ford Focus (Public Service)	Garber Ford Mercury	$12,828.00	$12,828.00
1	Ford E-250 Cargo Van (Gas)	Garber Ford Mercury	$19,031.00	$19,031.00
2	Ford Escapes (Gas)	Garber Ford Mercury	$15,919.00 Ea.	$31,838.00
1	Ford F-150 (Gas)	Garber Ford Mercury	$14,652.00	$14,652.00
1	Ford F-550, Service Body (Gas)	Garber Ford Mercury	$42,223.00	$42,223.00

Qty	Vehicle	Vendor	Cost Per Vehicle	Extended Cost
2	Ford Escapes (Public Works/Fuel and Roadway)	Garber Ford Mercury	$16,700.00 Ea.	$33,400.00
1	Ford F-250 Crew Cab (Public Works/Fuel and Roadway)	Garber Ford Mercury	$23,764.00	$23,764.00
1	Ford F-250 Utility (Public Works/Fuel and Roadway)	Garber Ford Mercury	$23.944.00	$23,944.00
1	Ford F-450 with 14’ Chipper Dump (Public Works/Fuel and Roadway)	Garber Ford Mercury	$45,924.00	$45,924.00
3	33,000lb GVWR Dump Trucks(4X2)(RWD) (Public Works/ Fuel and Roadway)	Atlantic Truck Company	$73,667.00	$221,001.00

TOTAL EXPENDITURE FOR FORTY-THREE VEHICLES IS $1,830,002.00

Section 2. Because these vehicles are being purchased using existing governmental contracts, the City's formal bidding procedures are hereby waived.

Section 3. Effective Date. This Resolution shall be effective immediately upon its passage.

PASSED AND ADOPTED THIS _____ DAY OF _____, 2010.

_____
Mayor Roger B. Wishner

Authentication:

_____
Felicia M. Bravo
City Clerk

MOTION: _____
SECOND: _____

ALU: ____
ROSEN: ____
SCUOTTO: ____
SOFIELD ____
WISHNER ____

Approved by the City Attorney
as to Form and Legal Sufficiency._____
Stuart R. Michelson

AGENDA ITEM REQUEST

Originating Department: Community Development Department

Item Title: (C09446) - Resort Villages of Sunrise - Revised Master Plan - (P&Z 12/3/2009, Passed 4-0)

Item Number: 10 A **Meeting Date:** 1/12/2010

City Reference Number (C#):

Item Description:

A Resolution of the City of Sunrise, Florida, approving a revised master plan for Resort Villages of Sunrise (multi-family residential development); located at the northwest corner of NW 136 Avenue and Flamingo Road; providing for penalties; for violations of the conditions of approval; providing for the term of the permit; and providing an effective date.

Funding: N/A

Amount: N/A

Attachments:
CAO Resolution

Staff Report

Public Notice

Consent Letter 1

Consent Letter 2

Background:

This is an application for revised master plan approval for a 141.47-acre parcel generally located south of West Oakland Park Boulevard, east of the Sawgrass Expressway, west of Flamingo Road, and north of Panther Parkway (N.W. 136th Avenue) for a proposed 2,121 dwelling unit residential development. The current revision to the Master Plan proposes to revise the site plan for Sunrise Village (Phase II of the Master Plan). Changes include building types, heights, locations of parking garages and entrances. Subject to the comments in the staff report, this application meets all of the PUD master plan criteria established by the design standards in the development. agreement.

Department Head Recommendation:

Approval

Person With Additional Information:

Name: Christine Riley, AICPPhone: (954) 746-3280

Department Head Name and Title:

Mark S. Lubelski, P.E.

City Manager:

Authorized for agenda placement

SUNRISE, FLORIDA

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF SUNRISE, FLORIDA, APPROVING A REVISED MASTER PLAN FOR RESORT VILLAGES OF SUNRISE (MULTI-FAMILY RESIDENTIAL DEVELOPMENT); LOCATED AT THE NORTHWEST CORNER OF NW 136TH AVENUE AND FLAMINGO ROAD; PROVIDING FOR PENALTIES FOR VIOLATIONS OF THE CONDITIONS OF APPROVAL; PROVIDING FOR THE TERM OF THE PERMIT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Minto Artesia, LLC. and Sunrise Land Group, Inc., pursuant to Section 16-39 of the City Code, have applied to the City Commission for approval of a revised master plan for multi-family residential use;

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

Section 1. Approval of Master Plan. Pursuant to Application No. 09:75 (99:10002) the revised master plan for multi-family residential is approved. The applicant shall comply with all staff comments set forth in the Community Development Department's Final Staff Report to the City Commission, a copy of which is attached to and made a part of this Resolution as Exhibit "A."

Section 2. Violation of Conditions. Pursuant to Section 16-39(g) of the City Code, failure to adhere to the

terms and conditions of approval above shall be considered a violation of the City Code and persons found violating the conditions shall be subject to the penalties prescribed by the City Code.

Section 3. Term. In accordance with Section 16-39(e) of the City Code, this revised master plan approval shall be effective for twelve (12) months from the effective date of this Resolution, during which time an active building permit must be issued consistent with this Resolution for this revised master plan approval to remain in effect.

Section 4. Effective Date. This Resolution shall be effective immediately upon its passage.

PASSED AND ADOPTED THIS ____ DAY OF _____, 2010.

_____
Mayor Roger B. Wishner

Authentication:

_____
Felicia M. Bravo
City Clerk

MOTION: _____
SECOND: _____

ALU: ____
ROSEN: ____
SCUOTTO: ____
WISHNER: ____
SOFIELD ____

Approved by the City Attorney
as to Form and Legal Sufficiency._____
Stuart R. Michelson

CITY OF SUNRISE

FINAL

STAFF REPORT

RESORT VILLAGES OF SUNRISE – Revised Master Plan (2009)

Summary

This is an application for revised master plan approval for a 141.47-acre parcel generally located south of West Oakland Park Boulevard, east of the Sawgrass Expressway, west of Flamingo Road, and north of Panther Parkway (N.W. 136th Avenue) for a proposed 2,121 dwelling unit residential development.

The current revision to the Master Plan proposes to revise the site plan for Sunrise Village (Phase II of the Master Plan). Changes include building types, heights, locations of parking garages and entrances.

Project Description

This is an application for revised master plan approval for a 141.47-acre parcel generally located south of West Oakland Park Boulevard, east of the Sawgrass Expressway, west of Flamingo Road, and north of Panther Parkway (N.W. 136th Avenue) for a proposed 2,121 dwelling unit residential development. The property is zoned Planned Unit Development (PUD) and designated for Low-Medium residential (5-10 dwelling units per acre) and LD-5 Residential (3-5 dwelling units per acre) land use on the City's Future Land Use Map (FLUM).

General Information

The original Master Plan was approved by the City Commission on November 18, 2003, for a 2,147 dwelling unit residential development. On October 23, 2007, City Commission approved a revision to the Master Plan that increased the total number of dwelling units to 2,223, an addition of 76 units. On January 27, 2009, City Commission approved a revision to the Master Plan that decreased the total number of dwelling units for the project to 2,121, a reduction of 102 units from the most recently approved Master Plan. The Master Plan is being developed in two phases by different developers: Phase I Artesia and Phase II Sunrise Village. The current revision to the Master Plan proposes to revise the site plan for Sunrise Village (Phase II of the Master Plan). Changes include building types, heights, locations of parking garages and entrances.

The approved Master Plan includes a mixture of various integrated dwelling unit types. The architectural style is primarily a variety of "Old Mission" architecture, with earthtone

color schemes, which is reflected in the podium buildings, club homes, entry pavilions, arcades, piers, and gatehouses already constructed on the Artesia site (Phase I of the Master Plan).

Similar architectural features are also revealed in the Sunrise Village (Phase II) site plan, reflected in the apartment buildings, clubhouse and free-standing garage structures. The main entrance to Sunrise Village from N.W. 127th Avenue has been designed to create an enhanced visual corridor through the use of specialty pavement and landscaping with a terminal view of the clubhouse and its porte cochere spanning a circular driveway. The residential development is buffered from the Sawgrass Expressway by a wetlands mitigation area.

This project is subject to a Development Agreement (originally approved by the City Commission on October 28, 2003, and amended on June 22, 2004, on August 22, 2006 on November 14, 2006, on September 11, 2007, on November 25, 2008, and on September 21, 2009.) Pursuant to the Development Agreement and Section 16-108 of the Land Development Code, the Master Plan must be consistent with the Design Standards contained in the amended Agreement.

The site plan for Sunrise Village (Phase II) must be approved by the City. A site plan application for the Sunrise Village project is being reviewed concurrently with this application. The Sunrise Village site plan has been designed to be consistent with the subject Master Plan and Development Agreement.

Staff Evaluation

Prior to the issuance of a building permit for Sunrise Village (Phase II), approved as part of this revised Master Plan, the applicant must make the following minor corrections:

1. On the Cover Sheet:

    a) The Master Plan indicates that Buildings P and Q will be a future phase of Sunrise Village. Add information that explains that there are a total number of 753 units for Sunrise Village with 501 being site-planned at this time. Clarify the number of the types of units and the number of parking spaces for both this phase and the future phase for Sunrise Village.
    b) Resolve a minor inconsistency: The number of provided parking spaces for this phase of Sunrise Village is 853 spaces on the master plan but 852 spaces on the site plan.
    c) Clarify that the required number of accessible spaces has been provided.

2. On Sheet MD1 of 3:

    a) In the note under the "building types for Artesia", correct "this submission" to "10/16/08". Restore the date of 12/10/07 for the first statement.
    b) Correct the typo to "Buildings B, C…".

3. On Sheet MD 2 of 3, update the cross sections Q-Q and I-I to reflect the Site Plan configurations.

Subject to the above, this application meets all of the PUD master plan criteria established by the Design Standards in the Development Agreement.

December 5, 2009 MSC
CR
\\dms-net\c\hltr\pzltr\prod\pz2009\p0009471.docx

CITY OF
SUNRISE

December 23, 2009

CITY COMMISSION
NOTICE OF HEARING

THE FOLLOWING APPLICATION HAS BEEN PLACED ON FILE IN THE COMMUNITY DEVELOPMENT DEPARTMENT OF THE CITY OF SUNRISE, 1601 NW 136TH AVENUE, BUILDING A, SUNRISE, FLORIDA, AND MAY BE VIEWED BY ANY AND ALL INTERESTED PARTIES:

REQUEST FOR REVISED MASTER PLAN APPROVAL FOR RESORT VILLAGES OF SUNRISE-REVISED MASTER PLAN BY MINTO COMMUNITIES, INC. AND SUNRISE LAND GROUP, INC.

THE LEGAL DESCRIPTION OF THE REAL PROPERTY BEING CONSIDERED FOR SUCH USE, AS FOLLOWS: PARCELS "B&C" AND A PORTION OF PARCEL "A", SAWGRASS LAKES, AS RECORDED IN PLAT BOOK 154, PAGE 2, OF THE PUBLIC RECORDS OF BROWARD COUNTY FLORIDA, TOGETHER WITH A PORTION OF PARCEL "A", OAKLAND - SAWGRASS EXPRESSWAY PLAT, AS RECORDED IN PLAT BOOK 144, PAGE 7, OF SAID PUBLIC RECORDS, TOGETHER WITH PARCEL "A", "OAKLAND/SAWGRASS EXPRESSWAY PLAT NO. "2", AS RECORDED IN PLAT BOOK 157, PAGE 35, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; AND TRACT A, GREATON PLAT NO. 1 AS RECORDED IN PLAT BOOK 161, PAGE 14 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, AND A PORTION OF TRACT A, GREATON PLAT NO. "2", AS RECORDED IN PLAT BOOK 161, PAGE 15, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

THIS NOTICE IS BEING MAILED TO ALL PROPERTY OWNERS WITHIN 500 FEET OF THE BOUNDARY LINES OF SAID PROPERTY GENERALLY LOCATED AT THE N.E. CORNER OF THE SAWGRASS EXPRESSWAY AND N.W. 127TH AVENUE.

ALL LAND DEVELOPMENT APPLICATIONS THAT THE CITY'S STAFF HAS DETERMINED MEET ALL APPLICABLE CODE REQUIREMENTS SHALL BE PLACED ON THE QUASI-JUDICIAL CONSENT AGENDA FOR CITY COMMISSION ACTION. ALL LAND DEVELOPMENT APPLICATIONS THAT THE STAFF HAS DETERMINED DO NOT MEET THE APPLICABLE CODE REQUIREMENTS SHALL BE PLACED ON AN AGENDA FOR A QUASI-JUDICIAL HEARING. *ANY AFFECTED PARTY MAY REQUEST THAT A SPECIFIC ITEM BE REMOVED FROM THE QUASI-JUDICIAL CONSENT AGENDA FOR A HEARING. AN AFFECTED PARTY IS ANYONE OTHER THAN THE APPLICANT OR STAFF WHO WISHES TO PARTICIPATE IN THE HEARING BY PRESENTING TESTIMONY AND CROSS-EXAMINING WITNESSES. AN AFFECTED PARTY MUST FILE A WRITTEN NOTICE OF APPEARANCE AT LEAST FIVE (5) DAYS BEFORE THE HEARING WITH THE COMMUNITY DEVELOPMENT DEPARTMENT, CITY HALL, 1601 NW 136TH AVENUE, BUILDING A, SUNRISE. (TELEPHONE: (954) 746-3281). THE NOTICE OF APPEARANCE SHALL STATE WITH PARTICULARITY THE COMPREHENSIVE PLAN REQUIREMENT OR LAND DEVELOPMENT REGULATION THE PERSON ASSERTING AFFECTED PARTY STATUS CONTENDS IS NOT BEING PROPERLY APPLIED AND THE NATURE OF THE LEGALLY RECOGNIZABLE INTEREST THAT MAY BE AFFECTED BY THE CITY'S APPROVAL OF THE LAND DEVELOPMENT APPLICATION.*

THE HEARING WILL BE HELD IN THE COMMISSION CHAMBERS, FIRST FLOOR, SUNRISE CITY HALL, DURING THE REGULARLY SCHEDULED MEETING OF THE CITY COMMISSION, TUESDAY, JANUARY 12, 2010, COMMENCING AT 6:30 P.M., OR AS ADJOURNED OR DEFERRED THEREFROM.

SHOULD ANY PERSON DESIRE TO APPEAL ANY DECISION OF THE CITY COMMISSION WITH RESPECT TO ANY MATTER TO BE CONSIDERED AT THIS MEETING, THAT PERSON MUST ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, INCLUDING ALL TESTIMONY AND EVIDENCE UPON WHICH ANY APPEAL MAY BE BASED (SEE FLORIDA STATUTES 286.0105).

ANY PERSON WHO BELIEVES HE OR SHE HAS A DISABILITY REQUIRING THE USE OF AUXILIARY AIDS AND SERVICES AT THIS MEETING MAY CALL THE CITY COMMISSION SECRETARY, AT (954) 746-3250 OR (954) 572-1545 (TDD) AT LEAST 48 HOURS PRIOR TO THE MEETING TO ADVISE OF HIS/HER SPECIAL REQUIREMENTS.

COMMUNITY DEVELOPMENT DEPARTMENT
1601 NW 136TH AVENUE, BUILDING A
SUNRISE, FLORIDA 33323
(954) 746-3281

Office of the Mayor
Roger B. Wishner
Mayor

CITY OF SUNRISE

Phone: (954) 746-3250
Fax: (954) 746-3243

January 4, 2010

Alex Muxo, Jr.
Sunrise Land Group, Inc.
450 E. Las Olas Blvd.
Fort Lauderdale, FL 33391

Dear Applicant:

Your application **RESORT VILLAGES OF SUNRISE – REVISED MASTER PLAN** has been placed on the quasi-judicial consent agenda for approval on Tuesday, January 12, 1010 at 6:30 p.m. at the City Commission meeting to be held in the commission chambers at City Hall located at 10770 West Oakland Park Blvd., Sunrise, Florida.

This item may be removed from the quasi-judicial consent agenda by a majority vote of the City Commission, the staff, the applicant, or an affected party.

Any item removed from the quasi-judicial consent agenda shall be tabled to the next regularly scheduled commission meeting and will be placed on the quasi-judicial hearings. It will be your responsibility to follow up on the tabled date.

If you have any questions, please contact the Planning & Development Department at 954-746-3290.

Sincerely,

Bonnie Prebble

Bonnie Prebble
Administrative Aide

cc: Christine Riley, Asst. City Planner
(C09446)

Office of the Mayor
Roger B. Wishner
Mayor

CITY OF SUNRISE

Phone: (954) 746-3250
Fax: (954) 746-3243

January 4, 2010

Minto Artesia LLC
4430 W Sample Road, Suite 200
Coconut Creek, Florida 33073

Dear Applicant:

Your application **RESORT VILLAGES OF SUNRISE – REVISED MASTER PLAN** has been placed on the quasi-judicial consent agenda for approval on Tuesday, January 12, 1010 at 6:30 p.m. at the City Commission meeting to be held in the commission chambers at City Hall located at 10770 West Oakland Park Blvd., Sunrise, Florida.

This item may be removed from the quasi-judicial consent agenda by a majority vote of the City Commission, the staff, the applicant, or an affected party.

Any item removed from the quasi-judicial consent agenda shall be tabled to the next regularly scheduled commission meeting and will be placed on the quasi-judicial hearings. It will be your responsibility to follow up on the tabled date.

If you have any questions, please contact the Planning & Development Department at 954-746-3290.

Sincerely,

Bonnie Prebble

Bonnie Prebble
Administrative Aide

cc: Christine Riley, Asst. City Planner
(C09446)

AGENDA ITEM REQUEST

Originating Department: Community Development Department

Item Title: (C09447) - Sunrise Village - Site Plan - (P&Z 12/3/2009, Passed 4-0)

Item Number: 10 B

Meeting Date: 1/12/2010

City Reference Number (C#):

Item Description:

A Resolution of the City of Sunrise, Florida, approving a site plan for Sunrise Village (residential multi-family development) located at the northeast corner of the Sawgrass Expressway and N.W. 127th Avenue; providing for penalties for violation of the conditions of approval; providing for the term of the permit; and providing an effective date.

Funding:

N/A

Amount:

N/A

Attachments:

CAO Resolution

Staff Report

Public Notice

Consent Letter (1)

Consent Ltr (2)

Background:

This is an application for site plan approval for a 39.83-acre vacant parcel generally located at the northeast corner of the Sawgrass Expressway and N.W. 127th Avenue, within the Resort Villages of Sunrise Master Plan, for a proposed 501 unit multi-family residential development. The residential units are proposed to be one, two, and three bedroom apartments with a combination of surface parking, free-standing garages and parking garages under some of the buildings. The buildings are proposed to be three and four stories in height.

Subject to the comments in the staff report, this site plan application meets all of the PUD master plan criteria established by the design standards in the development agreement, and all applicable land development code requirements that are not specifically included in the design standards.

Department Head Recommendation:

Approval

Person With Additional Information:

Name: Chris Riley, AICP Phone: (954) 746-3280

Department Head Name and Title:

Mark S. Lubelski, P.E., Director of Community Development Department

City Manager:

Authorized for agenda placement

SUNRISE, FLORIDA

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF SUNRISE, FLORIDA, APPROVING A SITE PLAN FOR SUNRISE VILLAGE (MULTI-FAMILY RESIDENTIAL DEVELOPMENT) TO BE LOCATED AT THE NORTHEAST CORNER OF THE SAWGRASS EXPRESSWAY & NW 127TH AVENUE; PROVIDING FOR PENALTIES FOR VIOLATIONS OF THE CONDITIONS OF APPROVAL; PROVIDING FOR THE TERM OF THE PERMIT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Sunrise Land Group, Inc., pursuant to Section 16-31 of the City Code, has applied to the City Commission for approval of a site plan for a multi-family residential use;

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

Section 1. Approval of Site Plan. Pursuant to Application No. 09:76 (99:10002), the site plan for a multi-family residential use is approved. The applicant shall comply with all staff comments set forth in the Community Development Department's Final Staff Report to the City Commission, a copy of which is attached to and made a part of this Resolution as Exhibit "A."

Section 2. Violation of Conditions. Pursuant to Section 16-31(h) of the City Code, failure to adhere to the

terms and conditions of approval above shall be considered a violation of the City Code and persons found violating the conditions shall be subject to the penalties prescribed by the City Code.

Section 3. Term. In accordance with Section 16-31(f)(10) of the City Code, this site plan approval shall be effective for eighteen (18) months from the effective date of this Resolution, during which time an active building permit must be issued consistent with this Resolution for this site plan approval to remain in effect.

Section 4. Effective Date. This Resolution shall be effective immediately upon its passage.

PASSED AND ADOPTED THIS ___ DAY OF _____, 2010.

_____
Mayor Roger B. Wishner

Authentication:

_____
Felicia M. Bravo
City Clerk

MOTION: _____
SECOND: _____

ALU: ____
ROSEN: ____
SCUOTTO: ____
WISHNER: ____
SOFIELD _____

Approved by the City Attorney
as to Form and Legal Sufficiency.

_____
Stuart R. Michelson

CITY OF SUNRISE

FINAL

STAFF REPORT

SUNRISE VILLAGE – Site Plan

Summary

This is an application for site plan approval for a 39.83-acre vacant parcel generally located at the northeast corner of the Sawgrass Expressway and N.W. 127th Avenue, within the Resort Villages of Sunrise Master Plan, for a proposed 501 unit multi-family residential development.

The residential units are proposed to be one, two, and three bedroom apartments with a combination of surface parking, free-standing garages and parking garages under some of the buildings. The buildings are proposed to be three and four stories in height.

Project Description

This is an application for site plan approval for a 39.83-acre vacant parcel generally located at the northeast corner of the Sawgrass Expressway and N.W. 127th Avenue, within the Resort Villages of Sunrise Master Plan, for a proposed 501 unit multi-family residential development. The property is zoned Planned Unit Development (PUD) and is designated for Low-Medium Residential (5-10 dwelling units per acre) and LD-5 Residential (3-5 dwelling units per acre) land use on the City's Future Land Use Map (FLUM).

General Information

A revision to the Resort Villages of Sunrise Master Plan is being reviewed concurrently with this application for changes to building types, heights, locations of parking garages and entrances regarding the Sunrise Village portion (Phase II) of the Master Plan. Phase I, Artesia, is currently under construction.

The proposed site plan includes recreational amenities such as a clubhouse, tot lot, pool/recreation area, village green and dog park. The residential units are proposed to be one, two, and three bedroom apartments with a combination of surface parking, free-standing garages and parking garages under some of the buildings. The buildings are proposed to be three and four stories in height.

The architectural style for the Sunrise Village project is primarily a variety of "Old Mission" architecture, with an earthtone and muted pastel color scheme, similar to Artesia. The main entrance on N.W. 127th Avenue has been designed to create an enhanced visual corridor through the use of specialty pavement and landscaping with a terminal view of the clubhouse and its porte cochere spanning a circular driveway.

This site plan is subject to a Development Agreement recently modified and approved by the City Commission on September 21, 2009. Pursuant to that Development Agreement and Section 16-108 of the Land Development Code, the site plan must be consistent with the Design Standards contained in the Agreement.

Staff Evaluation

Concurrent with the submittal of construction drawings for the parking garages and free-standing parking structures, the applicant must provide interior photometrics for these structures.

Prior to final approval by the Planning and Development Department, the applicant must:

1. On the Cover Sheet, under Setbacks, correct the minimum driveway width to 24 feet.
2. Provide a fence detail for the dog run area.
3. Add color codes to the plans for the three submitted paver samples that clearly show where each paver design will be used.
4. Correct a continuation sheet number on Sheet SP3.
5. On Sheet SP6, specify whether the fence detail is for both the pool area and the perimeter of the project. The fence for the pool area must be a minimum height of six feet and meet applicable safety code requirements.
6. Add a note to the architectural plans that all stucco finishes will be smooth.
7. Add automatic garage openers to all garages, as required by the Land Development Code for multi-family zoning districts. (The applicant is currently proposing automatic garage openers for only the handicapped garage parking spaces.)
8. On Sheet SL-1, restore the lighting statistics for "Calculation Zone #1".
9. On Sheet CPM1 of 1, add a note that all offsite pavement markings and signage shall be approved by Broward County Traffic Engineering (BCTE).
10. Revise the paver detail for vehicular traffic to meet the City's standards.
11. Add a hedge along the west entry drive to the first parking space.
12. Add a five-foot landscaped non-pedestrian zone along the south side of Building "L".
13. On Sheet D-1, on the dumpster plan view, add embedded pipe sleeves to hold the bottom cane bolts open.
14. Address all of the comments dated November 16, 2009 by the Jacobs Engineering Group.

15. Resolve a minor inconsistency: The number of provided parking spaces for this phase of Sunrise Village is 853spaces on the master plan but 852 spaces on the site plan.
16. Submit an original color sample for the proposed colored concrete driveways.
17. On the site plan sheets, add benches and trash cans along the lake on the east property line. Per the Design Standards of the Development Agreement, they must be in shaded locations.
18. On Sheet SP4, substitute the proposed benches with an upgraded style with back rests. Specify colors and materials for both the benches and the trash cans.
19. On Sheet SP6, delete the dumpster detail and show the 3.3-foot landscape buffer within cross-section U/SP4.
20. On Sheet LD-1, show the proposed bike rack location near the clubhouse building.

Subject to the above, this site plan application meets all of the PUD master plan criteria established by the Design Standards in the Development Agreement, and all applicable Land Development Code requirements that are not specifically included in the Design Standards.

December 3, 2009

CR

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CITY OF
SUNRISE

December 23, 2009

CITY COMMISSION
NOTICE OF HEARING

THE FOLLOWING APPLICATION HAS BEEN PLACED ON FILE IN THE COMMUNITY DEVELOPMENT DEPARTMENT OF THE CITY OF SUNRISE, 1601 NW 136TH AVENUE, BUILDING A, SUNRISE, FLORIDA, AND MAY BE VIEWED BY ANY AND ALL INTERESTED PARTIES:

REQUEST FOR SITE PLAN APPROVAL FOR SUNRISE VILLAGE-SITE PLAN BY SUNRISE LAND GROUP, INC.

THE LEGAL DESCRIPTION OF THE REAL PROPERTY BEING CONSIDERED FOR SUCH USE, AS FOLLOWS: A PORTION OF PARCEL "A", SAWGRASS LAKES, AS RECORDED IN PLAT BOOK 154, PAGE 2, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

THIS NOTICE IS BEING MAILED TO ALL PROPERTY OWNERS WITHIN 500 FEET OF THE BOUNDARY LINES OF SAID PROPERTY GENERALLY LOCATED AT N.E. CORNER OF THE SAWGRASS EXPRESSWAY & N.W. 127TH AVENUE.

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THE HEARING WILL BE HELD IN THE COMMISSION CHAMBERS, FIRST FLOOR, SUNRISE CITY HALL, DURING THE REGULARLY SCHEDULED MEETING OF THE CITY COMMISSION, TUESDAY, JANUARY 12, 2010, COMMENCING AT 6:30 P.M., OR AS ADJOURNED OR DEFERRED THEREFROM.

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COMMUNITY DEVELOPMENT DEPARTMENT
1601 NW 136TH AVENUE, BUILDING A
SUNRISE, FLORIDA 33323
(954) 746-3281

Office of the Mayor
Roger B. Wishner
Mayor

CITY OF SUNRISE

Phone: (954) 746-3250
Fax: (954) 746-3243

January 4, 2010

Alex Muxo, Jr.
Sunrise Land Group, Inc.
450 E. Las Olas Blvd.
Fort Lauderdale, FL 33391

Dear Applicant:

Your application **SUNRISE VILLAGE – SITE PLAN** has been placed on the quasi-judicial consent agenda for approval on Tuesday, January 12, 2010 at 6:30 p.m. at the City Commission meeting to be held in the commission chambers at City Hall located at 10770 West Oakland Park Blvd., Sunrise, Florida.

This item may be removed from the quasi-judicial consent agenda by a majority vote of the City Commission, the staff, the applicant, or an affected party.

Any item removed from the quasi-judicial consent agenda shall be tabled to the next regularly scheduled commission meeting and will be placed on the quasi-judicial hearings. It will be your responsibility to follow up on the tabled date.

If you have any questions, please contact the Planning & Development Department at 954-746-3290.

Sincerely,

Bonnie Prebble

Bonnie Prebble
Administrative Aide

cc: Christine Riley, Asst. City Planner
(C09447)

Printed on recycled paper.

Office of the Mayor
Roger B. Wishner
Mayor

CITY OF SUNRISE

Phone: (954) 746-3250
Fax: (954) 746-3243

January 4, 2010

John Carter
Minto Communities
4430 W Sample Road, Suite 200
Coconut Creek, Florida

Dear Applicant:

Your application **SUNRISE VILLAGE – SITE PLAN** has been placed on the quasi-judicial consent agenda for approval on Tuesday, January 12, 2010 at 6:30 p.m. at the City Commission meeting to be held in the commission chambers at City Hall located at 10770 West Oakland Park Blvd., Sunrise, Florida.

This item may be removed from the quasi-judicial consent agenda by a majority vote of the City Commission, the staff, the applicant, or an affected party.

Any item removed from the quasi-judicial consent agenda shall be tabled to the next regularly scheduled commission meeting and will be placed on the quasi-judicial hearings. It will be your responsibility to follow up on the tabled date.

If you have any questions, please contact the Planning & Development Department at 954-746-3290.

Sincerely,

Bonnie Prebble

Bonnie Prebble
Administrative Aide

cc: Christine Riley, Asst. City Planner
(C09447)

CITY OF SUNRISE FLORIDA

AGENDA ITEM REQUEST

Originating Department: Central Services

Item Title: Amendment

Item Number: 11 A

Meeting Date: 1/12/2010

City Reference Number (C#): C09436

Item Description:

An Amendment to Fiscal Year 2009/2010 Budget.

Funding: N/A

Amount: N/A

Attachments:
ORD C09436

Exhibit A-General Fund (Fund 001)

Exhibit B-Police Confiscation/Forfeiture (Fund 610)

Legal Ad 1-2-2010

Background:

In General Fund (001), budgeting $130,211 in revenues and appropriation in the Fire Department from Florida Department Health Medical Services Grant. Budgeting $2,075 collected from Cultural Festival, Vendor Fee and $2,000 from sponsorships in the Leisure Services Department. Budgeting $915 received from the Child Passenger Safety Grant last year; those funds were placed in General Fund, Fund Balance last year. Transferring $20,000 from the Contingency Account to Fund Tree Removal and Replacement Program. In Police Confiscation Fund (610), budgeting $8,600 to fund Printrak Cad System training.

Department Head Recommendation:
Approval

Person With Additional Information:
Name: Tariq Riaz and Laura Toebe Phone: 954-746-3215; 954-746-3212

Department Head Name and Title:
Tariq Riaz, Central Services Director

City Manager:
Authorized for agenda placement

SUNRISE, FLORIDA

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF SUNRISE, FLORIDA, AMENDING FISCAL YEAR 2009/2010 BUDGET ORDINANCE NO. 505, TO AMEND THE GENERAL FUND (FUND 001), AND POLICE CONFISCATION/FORFEITURE FUND (FUND 610), PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF SUNRISE, FLORIDA:

Section 1. Fiscal year 2009/2010 budget Ordinance No. 505, is hereby amended to revise the estimated revenues and requested appropriations for the General Fund (Fund 001), and Police Confiscation/Forfeiture Fund (Fund 610), as more particularly set forth in the revised budget sheets which are attached to, and made a part of this Ordinance as Exhibits "A-B."

Section 2. Conflict. All ordinances or parts of ordinances, all City Code sections or parts of City Code sections, and all resolutions or parts of resolutions in conflict with this Ordinance are hereby repealed to the extent of such conflict.

Section 3. Severability. Should any provision of this Ordinance be declared by a court of competent jurisdiction to be invalid, the same shall not affect the validity of the ordinance as a whole, or any part thereof, other than the part declared to be invalid.

Section 4. Effective Date. This Ordinance shall be effective immediately upon its passage.

PASSED AND ADOPTED upon this first reading this 8th DAY OF December, 2009.

PASSED AND ADOPTED upon this second reading this ____ DAY OF _____, 2010.

_____
Mayor Roger B. Wishner

Authentication:

_____
Felicia M. Bravo
City Clerk

FIRST READING		SECOND READING	
MOTION:	ROSEN	MOTION:	_____
SECOND:	ALU	SECOND:	_____
ALU:	YEA	ALU:	____
ROSEN:	YEA	ROSEN:	____
SCUOTTO:	YEA	SCUOTTO:	____
SOFIELD:	YEA	SOFIELD:	____
WISHNER:	YEA	WISHNER:	____

Approved by the City Attorney
As to Form and Legal Sufficiency. _____
Stuart R. Michelson

		AMENDED FY 2009-2010	REVISION/ CHANGES	AMENDED FY 2009-2010
CITY OF SUNRISE				
ESTIMATED REVENUES GENERAL FUND - CONTINUED				
INTERGOVERNMENT REVENUES				
0000-331.20-35	Justice Assistance Grant 2007	$30,232		$30,232
0000-331.20-38	Public Safety COPS Grant	0	0	0
0000-334.20-32	Fl.Department Health Med Serv.Grant	0	130,211	130,211
0000-335.10-12	State Revenue Sharing	2,147,990		2,147,990
0000-335.10-15	State Beverage Licenses	40,000		40,000
0000-335.10-18	State Sales Tax	4,446,482		4,446,482
0000-335.20-01	Firefighter Supplemental	70,000		70,000
0000-337.20-03	Public Safety EMS Grant	0		0
0000-337.50-01	Broward Home Program	0		0
0000-338.10-01	Occupational Licenses	81,340		81,340
0000-338.20-01	PSAP - 911	230,000		230,000
TOTAL INTERGOVERNMENT REVENUES		**$7,046,044**	**$130,211**	**$7,176,255**
PUBLIC SAFETY SERVICE REVENUES				
0000-342.10-02	Accident Reports	$7,000		$7,000
0000-342.10-03	Police Special Details	913,758		913,758
0000-342.10-04	Witness Fees	6,000		6,000
0000-342.10-05	Overtime Reimbursement - Police	0		0
0000-342.20-03	Fire Special Details	104,778		104,778
0000-342.20-05	Overtime Reimbursement - Fire	0		0
0000-342.50-01	Fire Inspect. - New Construction	214,020		214,020
0000-342.50-02	Fire Inspections - Annual	838,958		838,958
0000-342.50-03	Inspector Train Retainage	750		750
0000-342.50-04	Maintenance Certification	17,000		17,000
0000-342.60-01	EMS - Local	1,900,000		1,900,000
0000-342.90-10	Alarm Registration Fee	0		0
0000-342.90-11	False Alarm Fee - Police	120,000		120,000
0000-342.90-12	School Resource Officer	112,000		112,000
0000-342.90-30	Hazmat Response Team	454,763		454,763
TOTAL PUBLIC SAFETY SERVICE REVENUES		**$4,689,027**		**$4,689,027**

		AMENDED FY 2009-2010	REVISION/ CHANGES	AMENDED FY 2009-2010
CITY OF SUNRISE				
ESTIMATED REVENUES GENERAL FUND - CONTINUED				
CULTURE & RECREATION				
0000-343.90-01	Grounds Maint - Library	$23,290		$23,290
0000-344.30-01	Bus Fares	18,000		18,000
0000-347.20-11	Sports Programs	188,575		188,575
0000-347.20-12	Summer Recreation Fees	370,000		370,000
0000-347.20-15	Swimming Pool Fees	30,000		30,000
0000-347.20-19	Miscellaneous Fees	60,000		60,000
0000-347.20-20	Civic Center & AC Membership Fees	120,000		120,000
0000-347.20-36	Landscape Maint. Flamingo Linear Park	32,000		32,000
0000-347.40-02	Earth Day-Vendor's Fees	10,000		10,000
0000-347.40-03	Cultural Festival-Vendor's Fee	0	2,075	2,075
0000-347.50-12	Recreation Center Fees	75,000		75,000
0000-347.50-18	Welleby Passive Park	25,000		25,000
0000-347.50-19	Sunrise Tennis Center	43,000		43,000
0000-347.50-21	Sunrise Tennis Center Mdse Sales	1,000		1,000
0000-347.50-23	Recreation Instructor/ Programs	75,000		75,000
0000-347.50-24	Tennis Enterprises LLC	47,700		47,700
0000-347.90-01	Program Revenues	19,000		19,000
0000-347.90-02	Concessions	36,000		36,000
0000-347.90-06	Senior Programs	38,000		38,000
0000-347.90-08	Civic Center Contract Fee	50,000		50,000
TOTAL CULTURE & RECREATION		**$1,261,565**	**$2,075**	**$1,263,640**
OTHER SERVICE CHARGES				
0000-349.10-00	Photocopy Sales - Public	$5,000		$5,000
0000-349.20-02	Photocopying (Chargeback)	10,000		10,000
0000-349.40-01	DOCA/Gas	415,789		415,789
0000-349.40-02	DOCA/Utilities	4,042,085		4,042,085
0000-349.41-00	Cost Recovery Charge	10,612,678		10,612,678
0000-349.42-00	DOCA/ Fund 420 Springtree	169,001		169,001
0000-349.43-00	DOCA/ Fund 430 Sanitation	247,232		247,232
0000-349.44-00	DOCA/ Fund 444 Stormwater	229,466		229,466
TOTAL OTHER SERVICE CHARGES		**$15,731,251**		**$15,731,251**
FINES & FORFEITURE REVENUES				
0000-351.10-00	County Court Criminal	$10,500		$10,500
0000-351.20-01	Forfeitures	0		0
0000-351.21-00	Circuit Court Criminal	150		150
0000-351.30-00	County Court Civil	550		550
0000-351.50-00	Traffic Court	305,000		305,000
0000-354.03-00	Red Light Fines	1,000,000		1,000,000
0000-359.00-00	Other Fines/Forfeitures	63,000		63,000
0000-359.30-00	Evidence Room	0		0
TOTAL FINES & FORFEITURE REVENUES		**$1,379,200**		**$1,379,200**

		AMENDED FY 2009-2010	REVISION/ CHANGES	AMENDED FY 2009-2010
CITY OF SUNRISE				
ESTIMATED REVENUES GENERAL FUND - CONTINUED				
INTEREST REVENUE				
0000-361.44-40	Interest - Stormwater Loan	$39,917		$39,917
0000-361.99-99	Interest Income	854,451		854,451
TOTAL INTEREST REVENUE		**$894,368**		**$894,368**
SPECIAL ASSESSMENTS				
0000-325.20-01	Fire	$6,875,995		$6,875,995
TOTAL SPECIAL ASSESSMENTS		**$6,875,995**		**$6,875,995**
MISCELLANEOUS REVENUE				
0000-366.10-01	Earth Day Sponsorships	$12,000		$12,000
0000-366.10-02	Sponsorship	0	2,000	2,000
0000-366.31-01	Police Miscellaneous Donations	3,500		3,500
0000-366.32-01	Fire Miscellaneous Donations	0		0
0000-369.03-00	Bond Savings - Solid Waste	0		0
0000-369.04-00	Code Liens Satisfaction	225,000		225,000
0000-369.06-00	Insurance Receipts	0		0
0000-369.07-00	Advertising & Sponsorship	25,000		25,000
0000-369.10-00	July 4 Fireworks Donations	5,000		5,000
0000-369.12-00	School Board Multi-Purpose Building	18,785		18,785
0000-369.17-00	Eminent Domain Interest	0		0
0000-369.43-00	Contract Fee	741,557		741,557
0000-369.90-00	Other Miscellaneous	351,000		351,000
TOTAL MISCELLANEOUS REVENUE		**$1,381,842**	**$2,000**	**$1,383,842**
INTERFUND TRANSFERS				
0000-381.23-00	Public Service Fund 203	$5,794,115		$5,794,115
0000-381.24-00	Public Improvement Fund 204	5,345,156		5,345,156
0000-381.41-00	Transfer From Fund 401	0		0
0000-381.41-01	Utility Fund 401-GAS	411,293		411,293
TOTAL INTERFUND TRANSFERS		**$11,550,564**		**$11,550,564**

		AMENDED FY 2009-2010	REVISION/ CHANGES	AMENDED FY 2009-2010
CITY OF SUNRISE				
ESTIMATED REVENUES GENERAL FUND - CONTINUED				
NON-OPERATING SOURCES				
0000-389.90-10	From Fund Balance	$4,235,497	$915	$4,236,412
TOTAL NON-OPERATING SOURCES		**$4,235,497**	**$915**	**$4,236,412**
TOTAL REVENUES		**$99,589,689**	**$135,201**	**$99,724,890**

		AMENDED FY 2009-2010	REVISION / CHANGES	AMENDED FY 2009-2010
POLICE -CONTINUED				
OPERATING EXPENSES				
3101-521.52-17	Small Equipment	$8,350		$8,350
3101-521.52-22	Crossing Guard Supplies	2,400		2,400
3101-521.52-90	Other Supplies & Expenses	115,647		115,647
3101-521.54-01	Subs & Memberships	3,317		3,317
3101-521.54-02	Tuition	64,590		64,590
3101-521.54-04	Tuition & Training- Fines	16,000		16,000
3101-521.54-09	Tuition Reimbursement	2,000		2,000
REQUESTED APPROPRIATION		**$4,073,623**		**$4,073,623**
CAPITAL PURCHASES				
3101-521.64-01	Heavy Machinery & Equipment	$12,100		$12,100
3101-521.64-02	Computer Equipment	84,000		84,000
3101-521.64-03	Radio & Communication Equipt.	174,545		174,545
3101-521.64-05	Motor Vehicles	0		0
REQUESTED APPROPRIATION		**$270,645**		**$270,645**
CHILD PASSENGER SAFETY GRANT				
3160-521.52-90	Other Supplies & Expenses	$0	$815	$815
3160-521.54-01	Subscription & Membership	0	100	100
REQUESTED APPROPRIATION		**$0**	**$915**	**$915**

		AMENDED FY 2009-2010	REVISION / CHANGES	AMENDED FY 2009-2010
FIRE RESCUE - CONTINUED				
OPERATING EXPENSES				
3201-522.52-90	Other Supplies & Expenses	36,000		36,000
3201-522.54-01	Subs & Memberships	2,955		2,955
3201-522.54-02	Tuition	65,000		65,000
3201-522.54-03	Training	25,000		25,000
3201-522.54-04	Technical Training	15,500		15,500
REQUESTED APPROPRIATION		**$3,015,356**		**$3,015,356**
CAPITAL PURCHASES				
3201-522.62-03	Building Improvements	$0		$0
3201-522.64-01	Heavy Machinery & Equipment	30,000		30,000
3201-522.64-02	Computer Equipment	3,000		3,000
3201-522.64-03	Radio & Communication Equipt.	0		0
3201-522.64-05	Motor Vehicles	0		0
REQUESTED APPROPRIATION		**$33,000**		**$33,000**
PUBLIC SAFETY COMP EMERGENCY OP PLAN GRANT				
3214-522.52-17	Small Equipment	$0		$0
3214-522.52-90	Other Supplies & Expenses	0		0
3214-522.64-02	Computer Equipment	0		0
REQUESTED APPROPRIATION		**$0**		**$0**
PUBLIC SAFETY EMS GRANT				
3215-522.31-30	Professional Services	$0		$0
3215-522.52-90	Other Supplies & Expenses	0		0
REQUESTED APPROPRIATION		**$0**		**$0**
FL. DEPT. OF HEALTH EMERGENCY MED. SER.GRANT				
3216-522.52-17	Small Equipment	$0	$119,551	$119,551
3216-522.52-90	Other Supplies & Expenses	0	1,106	1,106
3216-522.54-03	Training	0	9,524	9,524
3216-522.64-01	Heavy Machinery & Equipment	0	30	30
REQUESTED APPROPRIATION		**$0**	**$130,211**	**$130,211**
TOTAL REQUESTED APPROPRIATION		**$20,638,706**	**$130,211**	**$20,768,917**

		AMENDED FY 2009-2010	REVISION / CHANGES	AMENDED FY 2009-2010
LEISURE SERVICES - CONTINUED				
OPERATING EXPENSES				
3601-572.49-10	Officials & Umpires	$100,000		$100,000
3601-572.49-11	Special Rec Programs	69,000		69,000
3601-572.49-12	Other Rec Programs	220,000		220,000
3601-572.49-13	Entertainment	165,000		165,000
3601-572.49-16	Senior Programs/Trips	65,000		65,000
3601-572.49-17	Concessions	37,000		37,000
3601-572.49-19	Field Trips	80,000		80,000
3601-572.49-26	Credit Card Discount	6,600		6,600
3601-572.49-28	Advertising & Sponsorship	0		0
3601-572.49-54	Vehicle Replacement Funding	62,667		62,667
3601-572.49-59	Cultural Festivals	862	4,075	4,937
3601-572.51-01	Office Supplies	8,000		8,000
3601-572.52-01	Gas & Oil	128,000		128,000
3601-572.52-02	Chemicals	115,000		115,000
3601-572.52-03	Uniforms	12,144		12,144
3601-572.52-12	Custodial Supplies	52,000		52,000
3601-572.52-15	Lighting/Electrical Supplies	15,000		15,000
3601-572.52-17	Small Equipment	51,750		51,750
3601-572.52-90	Other Supplies & Expenses	43,000		43,000
3601-572.54-01	Subs & Memberships	2,325		2,325
3601-572.54-02	Tuition & Training	8,000		8,000
3601-572.82-56	After School Program	40,000		40,000
3601-572.83-01	Thanksgiving Baskets	500		500
REQUESTED APPROPRIATION		**$3,960,006**	**$4,075**	**$3,964,081**
CAPITAL PURCHASES				
3601-572.62-03	Building Improvements	$114,000		$114,000
3601-572.63-01	Improvements Not Buildings	20,000		20,000
3601-572.64-02	Computer Equipment	24,600		24,600
REQUESTED APPROPRIATION		**$158,600**		**$158,600**
TOTAL REQUESTED APPROPRIATION		**$10,876,752**	**$4,075**	**$10,880,827**

		AMENDED FY 2009-2010	REVISION / CHANGES	AMENDED FY 2009-2010
NON-DEPARTMENTAL				
OPERATING EXPENSES				
4901-519.15-03	Leave Pay-Out	$800,000		$800,000
4901-519.23-02	Disability Insurance	20,520		20,520
4901-519.23-03	Life & Accident, Death, Dis.	125,211		125,211
4901-519.25-00	Unemployment Compensation	20,000		20,000
4901-519.26-00	Internship Program/Compensation	20,000		20,000
4901-519.31-11	Legal Fees	290,000		290,000
4901-519.31-13	Labor Relations	90,000		90,000
4901-519.31-20	Medical Services	35,000		35,000
4901-519.31-30	Professional Services	250,000		250,000
4901-519.34-03	Special Assessment Expenses	17,000		17,000
4901-519.34-20	Misc. Contractual Services	49,000		49,000
4901-519.34-26	Tree Removal/Replacement Prog.	100	20,000	20,100
4901-519.36-03	Retirees Health Insurance/ POB	643,138		643,138
4901-519.41-02	Telephone System	1,000		1,000
4901-519.45-01	Liability Insurance	816,263		816,263
4901-519.45-02	Property Insurance	295,865		295,865
4901-519.45-04	Bond Insurance	4,855		4,855
4901-519.45-05	Flood Insurance	36,101		36,101
4901-519.45-06	Boiler & Machinery Insurance	5,224		5,224
4901-519.45-07	Special Events Insurance	30,000		30,000
4901-519.45-08	Liab. Underground Storage Ins.	1,030		1,030
4901-519.46-13	Maintenance Comm. Equipment	900		900
4901-519.47-02	Photocopying Costs	1,000		1,000
4901-519.48-01	Public Relations	25,000		25,000
4901-519.48-03	Advertising	250,000		250,000
4901-519.48-04	Economic Development	10,000		10,000
4901-519.48-10	Convention & Visitors Bureau	50,000		50,000
4901-519.49-01	Lien Recording Fee	20,000		20,000
4901-519.49-02	Legal Claims	14,000		14,000
4901-519.49-03	Boards	50,000		50,000
4901-519.49-06	Elections	5,000		5,000
4901-519.49-07	Employee Appreciation	45,000		45,000
4901-519.49-32	Property Expenditures	18,000		18,000
4901-519.52-90	Other Supplies & Expenses	10,000		10,000
4901-519.54-01	Subs & Memberships	22,000		22,000
4901-519.54-02	Tuition	11,528		11,528
4901-519.64-03	Radio & Communication Equipt.	1,200		1,200
4901-519.64-04	Office Furniture & Equipt.	100		100

		AMENDED FY 2009-2010	REVISION / CHANGES	AMENDED FY 2009-2010
NON-DEPARTMENTAL - CONTINUED				
OPERATING EXPENSES				
4901-519.83-03	Community Service Award	4,472		4,472
4901-581.91-18	Transfer to Fund 180	0		0
4901-581.91-35	Transfer to Fund 325	0		0
4901-581.91-44	Transfer to Fund 420	1,239,345		1,239,345
4901-581.91-45	Transfer to Fund 430	782,236		782,236
4901-519.99-00	Contingency	550,000	(20,000)	530,000
TOTAL REQUESTED APPROPRIATION		**$6,660,088**	**$0**	**$6,660,088**

		AMENDED FY 2009-2010	REVISION/ CHANGES	AMENDED FY 2009-2010
FUND 610 - POLICE CONFISCATION / FORFEITURE				
ESTIMATED REVENUES				
3149-389.90-10	From Fund Balance - Treasury	$497,150		$497,150
3150-389.90-10	From Fund Balance - Federal	185,000	8,600	193,600
3151-389.90-10	From Fund Balance - State	726,724		726,724
3152-361.99-99	Interest	0		0
3152-389.90-10	From Fund Balance - VIN	596,875		596,875
TOTAL ESTIMATED REVENUES		**$2,005,749**	**$8,600**	**$2,014,349**
OPERATING EXPENSES - TREASURY				
3149-521.44-01	Automobile Rental	$0		$0
3149-521.52-16	Canine	0		0
3149-521.52-17	Small Equipment	50,550		50,550
3149-521.52-90	Other Supplies & Expenses	2,750		2,750
3149-521.54-04	Tuition & Training	16,200		16,200
REQUESTED APPROPRIATION		**$69,500**		**$69,500**
CAPITAL EXPENSES - TREASURY				
3149-521.64-01	Heavy Machinery & Equipment	$82,225		$82,225
3149-521.64-02	Computer Equipment	57,200		57,200
3149-521.64-03	Radio Equipment	20,000		20,000
3149-521.64-05	Motor Vehicles	268,225		268,225
REQUESTED APPROPRIATION		**$427,650**		**$427,650**
OPERATING EXPENSES - FEDERAL				
3150-521.12-01	Salaries	$0		$0
3150-521.14-01	Time & Half Overtime	125,000		125,000
3150-521.29-00	Fringe Benefits	60,000		60,000
3150-521.54-04	Tuition & Training	0	8,600	8,600
REQUESTED APPROPRIATION		**$185,000**	**$8,600**	**$193,600**

Sun-Sentinel
Publication Date: 01/02/2010
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Ad Number: 206848601
Insertion Number: 138832761
Size: 1 x 93
Color Type: B&W
Client Name: CITY OF SUNRISE
Advertiser: CLASSIFIED/F33/C
Section/Page/Zone: NOTICE OF PUBLIC HEARI
Description:

Legal Notices

SunSentinel.com/GetItAll

Public Hearing Notice

Notice of Public Hearing

The following item will be presented to the City Commission, City of Sunrise, Florida on:

Tuesday, January 12, 2010, at 6:30 p.m. in the commission chambers, Sunrise City Hall, 10770 West Oakland Park Boulevard, Sunrise, Florida, 33351.

This item will be on file in the Office of the City Clerk and may be reviewed Monday through Friday, 9:00 a.m. to 5:00 p.m.

C09400

AN ORDINANCE OF THE CITY OF SUNRISE AMENDING CHAPTER 16 "LAND DEVELOPMENT CODE," AMENDING ARTICLE XIV "SIGNS" SECTION 16-247 "Purpose and definitions" TO PROVIDE A DEFINITION OF SEARCHLIGHT; AMENDING ARTICLE XIV "SIGNS" SECTION 16-253 "TEMPORARY SIGNS" TO PROVIDE FOR GRAND OPENING SEARCHLIGHTS AND SPECIAL EVENT SEARCHLIGHTS; AMENDING Article XIV "Signs" Section 16-261 "Approval process" TO EXCLUDE SEARCHLIGHTS FROM THE LIST OF EXEMPT SIGNS; PROVIDING THAT ALL OTHER PROVISIONS OF THE CODE OF ORDINANCES OF THE CITY OF SUNRISE, FLORIDA, SHALL REMAIN IN FULL FORCE AND EFFECT; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE.

C09436

AN ORDINANCE OF THE CITY OF SUNRISE, FLORIDA, AMENDING FISCAL YEAR 2009/2010 BUDGET ORDINANCE NO. 505, TO AMEND THE GENERAL FUND (FUND 001), AND POLICE CONFISCATION/ FORFEITURE FUND (FUND 610), PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

C09391

AN ORDINANCE OF THE CITY OF SUNRISE, FLORIDA AMENDING CHAPTER 16 "LAND DEVELOPMENT CODE," AMENDING ARTICLE VII "OFF-STREET PARKING AND LOADING" SECTION 16-153 "VALET AND PREFERRED PARKING;" PROVIDING THAT ALL OTHER PROVISIONS OF THE CODE OF ORDINANCES OF THE CITY OF SUNRISE, FLORIDA, SHALL REMAIN IN FULL FORCE AND EFFECT; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CITY CODE; AND PROVIDING FOR AN EFFECTIVE DATE.

IF YOU PLAN TO DISTRIBUTE WRITTEN DOCUMENTS AT THE MEETING YOU MUST PROVIDE 12 COPIES TO THE CITY CLERK PRIOR TO THE START OF THE MEETING.

If a person decides to appeal any decision made by the board, agency, or commission with respect to any matter considered at such meeting or hearing, he will need a record of the proceedings, and that, for such purpose, he may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. F.S.S. 286.0105.

ANY PERSON WHO BELIEVES HE OR SHE HAS A DISABILITY REQUIRING THE USE OF AUXILIARY AIDS AND SERVICES AT THIS MEETING MAY CALL THE CITY COMMISSION OFFICE AT 954-746-3250 AT LEAST 48 HOURS PRIOR TO THE MEETING TO ADVISE OF HIS/HER SPECIAL REQUIREMENTS.

Policy of non-discrimination on the basis of handicapped status; equal opportunity employer.

January 2, 2010

Call Classified for your **advertising** opportunities!

Public Hearing Notice

NOTICE OF PUBLIC HEARING

The Town Commission of Hillsboro Beach, Florida is considering whether the Town should undertake a beach renourishment project to improve the Town's beachfront. If the project proceeds, the cost will be funded by assessments against real property within the Town. The assessment for each parcel of real property is based on the benefit that it will receive as a result of the project. A more specific description of the assessment program is included in Resolution No. 700 adopted by the Town Commission on December 15, 2006. Copies of Resolution No. 700 and the preliminary assessment roll describing the property to be assessed and the amount of the assessment are available for review at Town Hall 1210 Hillsboro Mile, Hillsboro Beach, Florida 33062.

The Town Commission will hold a public hearing at 9:00 a.m., or as soon thereafter as the matter can be heard, on January 26, 2009, at Town Hall 1210 Hillsboro Mile, Hillsboro Beach, Florida, for the purpose of receiving comments on the proposed project and the assessments. Interested persons are invited to attend and participate in the public hearing or to file written objections with the Town Commission any time prior to the public hearing.

If a person decides to appeal any decision made by the Town Commission with respect to any matter considered at the hearing, such person will need a record of the proceedings and may need to ensure that a verbatim record is made, including the testimony and evidence upon which the appeal is to be made.

Town of Hillsboro Beach, Florida
By: Town Clerk
January 2, 16, 2010

Sale Notices

Auction Notice

Vehicle to be auctioned off at Christopher Auto Body Work: 19100 SW 106 Avenue, Bay 19, Miami, FL 33157 on January 15, 2010 at 10:00 AM, 2001 Honda Civic VIN# 1HGEM22561L099889.

January 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 2009

Miscellaneous

NOTICE

T-Mobile USA Inc is proposing to construct a new telecommunications tower facility located off of SW 132nd Avenue in Homestead, Miami, Florida. The new facility will consist of a 49-foot monopole tower with antennas concealed within the tower. The tower will be located on a 6.5-foot by 19-foot fenced lease area with an equipment cabinet and meter board located on a proposed concrete pad. Additionally, the existing concrete sidewalk at the Project Site will be relocated to the west to pass around the Project Site. Any interested party wishing to submit comments regarding the potential effects the proposed facility may have on any historic property may do so by sending comments to: Project 61097411-RL c/o EBI Consulting, 6876 Susquehanna Trail South, York, PA 17403, or via telephone at (850) 893-7170.

January 2, 2010

WAITING LIST NOTICE

The Housing Authority of Pompano Beach will be opening its Housing Choice Voucher waiting list for families displaced by Hurricane Katrina and Hurricane Rita. The applications may be obtained at http://www.hapb.org/notice3.html beginning September 21, 2009, and should be returned to the Housing Authority of Pompano Beach, P.O. Box 2006, Pompano Beach, FL 33061. Applications will not be accepted in person or via email. The Housing Authority will limit the number of applicants to the first 124 families that qualify.

Who should apply: At minimum, a family must have been displaced by Hurricane Katrina or Hurricane Rita. Also, a family that recently left or is living in temporary housing units funded by FEMA, Katrina Cottages, or other temporary housing programs designed for the purpose of assisting families displaced by Hurricanes Katrina or Rita, should apply. Completing an application does not qualify a family for this program. Please do not submit an application if you have not been displaced by Hurricanes Katrina or Rita.

Equal Housing Opportunity Statement: We are pledged to the letter and spirit of U.S. policy for the achievement of equal housing opportunity throughout the Nation. We encourage and support an affirmative advertising and marketing program in which there are no barriers to obtaining housing because of race, color, religion, sex, handicap, familial status, or national origin.

January 2, 8, 15, 22, 29, 2010

NOTICE

T-Mobile USA Inc is proposing to construct a new telecommunications tower facility located off of SW 112th Street in Miami, Florida. The new facility will consist of a 60-foot monopole tower with antennas concealed within the tower. The tower will be located on a 6.5-foot by 19-foot fenced lease area with an equipment cabinet and meter board located on a proposed concrete pad. The Project Site will be access via SW112th Street. Any interested party wishing to submit comments regarding the potential effects the proposed facility may have on any historic property may do so by sending comments to: Project 61097412-RL c/o EBI Consulting, 6876 Susquehanna Trail South, York, PA 17403, or via telephone at (850) 893-7170.

January 2, 2010

IN THE CIRCUIT COURT OF THE 15th JUDICIAL CIRCUIT,
IN AND FOR PALM BEACH COUNTY, FLORIDA
CASE NO.: 50 2009 CA 034957XXXXMB

IN RE:Forfeiture of:
One (1) 1989 DODGE TRUCK
VIN: 1B6ME3658KS141658

NOTICE OF FORFEITURE PROCEEDINGS

ALL PERSONS who claim an interest in the following property: One (1) 1989 DODGE TRUCK, VIN: 1B6ME3658KS141658, which was seized because said property is alleged to be contraband as defined by Sections 932.701 (2)(a)(1-6), Florida Statutes, by the Department of Highway Safety and Motor Vehicles, Division of Florida Highway Patrol, on or about August 24, 2009 in Palm Beach County, Florida. Any owner, entity, bona fide lienholder, or person in possession of the property when seized has the right to request an adversarial preliminary hearing for a probable cause determination within fifteen (15) days of initial receipt of notice, by providing such request to Heather Rose Cramer, Assistant General Counsel, DHSMV-Legal Office, P.O. Box 540609, Lake Worth, FL 33454-0609, by certified mail return receipt requested. A complaint for forfeiture has been filed in the above styled court.

December 26, 2009, January 2, 2010

Marine

SunSentinel.com/GetWheels

Boats

13.5' WAHOO – '03, 40 horse mercury, runs excellent, looks nice. Can be shown at any time. Call 954-624-6140.

19' MAKO – Center console, Open Fisherman, 150 Yahmaha excellent condition, $9,950, Just in time for xmas. 561-866-9287

21' SEARAY LAUNGUNA – 200 EFI Mercury, walk around cabin, new trailer, under 200 hrs. Mint, $11,500. 561-289-8545.

22' BOSTON WHALER – Outrage Twin 150HP outboards. New GPS & electronics. Turnkey start boating today! Located in Ft. Lauderdale, FL. $17,200. Call 508-958-2590

22' MAKO – 1999. Estate Sale. C/C fishman, auto pilot. 2006 Evinrude E-PECH 225HP, new, low hrs, trailer. $23,900. 954-771-2277

MUST BE SEEN

23FT. YAMAHA – JetBoat, AR230, 2005, high output, Mint condition, steal at $19,800, Call 954-557-3032

29' STRIKE – New! Twin diesels. 25' Boston Whaler. Las Olas Isles income home, 3 docks. Liquidation/offer! 954-881-1520.

MUST BE SEEN

35.8' SONIC – '04. Blue and white custom graphics. TW 496HO Mercs. 320hrs. Bravo drives. Hyd ster. Opt's flat scr, micro, silent choice, stand up lav, elec seats, hot water, 12V adapter. Mint cond. N/S. Like new. Selling for health issues. Rack stor. $95K. Owner. 954-772-6633, principles please.

MUST BE SEEN

35.8' SONIC – '04. Blue and white custom graphics. TW 496HO Mercs. 320hrs. Bravo drives. Hyd ster. Opt's flat scr, micro, silent choice, stand up lav, elec seats, hot water, 12V adapter. Mint cond. N/S. Like new. Selling for health issues. Rack stor. $95K. Owner. 954-772-6633, principles please.

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HILLSBORO INLET – Private dock next to inlet bridge for 80-125ft, yacht only. Deep water, 200 amp electric, on ICW • 954-803-5630 •

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Yachts

46' GRAND BANKS EUROPA – '04 Twin Yanmars 465 hp. Exceptional factory installed extras, Turn key. Impeccable condition. Call for list of extras and 4x6 picture. Call 305-852-1686 or Cell:954-829-4744

51' BERTRAM SF – '2000/01. New to Market. MINT. Call Jeff 954-303-4525

54' HATTERAS SPORTFISH – '1997. Excellent Condition. Low Hrs. Call Jeff at 954-303-4525

60' HATTERAS SPORTFISH – '2000/01. MINT Best Buy. Call Jeff at 954-303-4525

62' AZIMUT – '2008. Mint, Smaller Trades Considered. Call Jeff at 954-303-4525

72' VIKING – CPMY – 1990 New to Market, Mint condition. Call Jeff 954-303-4525

74' HATTERAS CPMY '89 – Cats, 2 Boat Owner. CALL JEFF 954-303-4525

80' HATTERAS SKYLOUNGE – 08. New To Mkt, 2 boat owner. Call Claude 954-648-9498

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CITY OF SUNRISE FLORIDA

AGENDA ITEM REQUEST

Originating Department: Community Development Department

Item Title: Amendment

Item Number: 11 B

Meeting Date: 1/12/2010

City Reference Number (C#): C09400

Item Description:

An Ordinance of the City of Sunrise, Florida amending Chapter 16 "Land Development Code," Article XIV "Signs" Section 16-247 "Purpose and definitions" to provide a definition of searchlight and to revise the definition of special event sign; amending Article XIV "Signs" Section 16-253 "Temporary signs" to provide for grand opening searchlights and special event searchlights; amending Article XIV "Signs" Section 16-261 "Approval process" to exclude searchlights from the list of exempt signs; providing that all other provisions of the Code of Ordinances of the City of Sunrise, Florida, shall remain in full force and effect; providing for conflict; providing for severability; providing for inclusion in the City Code; and providing for an effective date.

Funding: N/A

Amount: N/A

Attachments:

CAO Ordinance 3rd revision

Legal Ad 1-2-2010

Display Ad

Background:

The proposed amendment would limit the use of searchlights to grand openings and special events in the City. It provides regulations to reduce the negative impacts on adjacent properties by specifiying the location, hours of operation, and permitting requirements for such searchlights. There is no anticipated financial impact on the cost of residential housing as a result of the proposed Land Development Code revisions.

Department Head Recommendation:
Approval

Person With Additional Information:
Name: Jo Sesodia, AICP Phone: 954 746-3279

Department Head Name and Title:
Mark S. Lubelski, P.E., Director of Community Development

City Manager:
Authorized for agenda placement

SUNRISE, FLORIDA

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF SUNRISE AMENDING CHAPTER 16 "LAND DEVELOPMENT CODE," AMENDING ARTICLE XIV "SIGNS" SECTION 16-247 "PURPOSE AND DEFINITIONS" TO PROVIDE A DEFINITION OF SEARCHLIGHT; AMENDING ARTICLE XIV "SIGNS" SECTION 16-253 "TEMPORARY SIGNS" TO PROVIDE FOR GRAND OPENING SEARCHLIGHTS AND SPECIAL EVENT SEARCHLIGHTS; AMENDING ARTICLE XIV "SIGNS" SECTION 16-261 "APPROVAL PROCESS" TO EXCLUDE SEARCHLIGHTS FROM THE LIST OF EXEMPT SIGNS; PROVIDING THAT ALL OTHER PROVISIONS OF THE CODE OF ORDINANCES OF THE CITY OF SUNRISE, FLORIDA, SHALL REMAIN IN FULL FORCE AND EFFECT; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission seeks to maintain a harmonious environment in the community by regulating the relationship between residential and non-residential uses and activities; and

WHEREAS, the City Commission finds that the use of searchlights should be limited to reduce negative impacts on adjacent properties; and

WHEREAS, the City Commission desires to limit the use of searchlights to grand openings and special events; and

WHEREAS, the City's Local Planning Agency has reviewed this Ordinance and recommended its approval to the City Commission; and

WHEREAS, the City Commission held a noticed public hearing, at which all citizens so desiring had an opportunity to be heard; and

WHEREAS, the City Commission finds that this Ordinance is consistent with the City's adopted Comprehensive Plan and necessary for the preservation of the public health, safety and welfare of the City's residents;

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

Section 1. The foregoing Whereas clauses are hereby ratified and incorporated as the legislative intent of this Ordinance.

Section 2. Amendment to definition. Chapter 16 "Land Development Code", Article XIV "Signs", Section 16-247 "Purpose and definitions", subsection (b) "Definitions" of the City's Code of Ordinances is hereby amended to add a definition of "Searchlight," and to renumber subsections 34 through 42 to become sections 35 through 43, as follows:

Sec. 16-247. Purpose and definitions.

* * *

(34) *Searchlight:* a device designed to project a beam of light for the purpose of advertisement during hours of darkness, utilized for grand openings or special events.

(35~~4~~) *Sidewalk* or *sandwich sign:* A moveable sign not permanently secured or attached to the ground.

(35~~5~~6) *Sign:* Any structure and all parts composing the same, together with the frame, background or support therefore, which is used for advertising or display purposes or any statutory,

sculpture molding, casting or other objects used for advertising or display purposes, or any flags, bunting or material used for display or advertising purposes, or for the purpose of attracting the attention of the public.

(3~~6~~7) *Sign area:* The square foot area enclosed by the perimeter of the sign structure. When a sign is composed of individual letters, symbols or logos only, the sign area is the area enclosed by a perimeter line (forming a single rectangle or square) enclosing all letters, symbols and logos. When a sign is a ground sign, the square foot area from the ground to the maximum height times width is the sign area.

(3~~7~~8) *Sign height:* The height of the sign measured from the finished ground elevation to the top of the sign. If the area around the sign is bermed, then the height of the sign is determined from the crown of the fronting street, unless such berm is required by section 16-169, in which case, the height of the sign is measured from the top of the grade of the required berm or from two (2) feet above the crown of the fronting street, whichever is lower.

(3~~8~~9) *Snipe sign:* A sign which is tacked, nailed, posted, pasted, glued or otherwise attached to trees, poles, stakes, walls, trash receptacles or fences, or to other objects, and the advertising matter appearing thereon is not applicable to the present use of the premises upon which such sign is located. Legal notices required by law are exempted.

(~~39~~40) *Special event sign:* Special event signs are any temporary signs, banner signs or cold air balloon signs intended to advertise a special event. Festivals, art shows, decennial business anniversary celebrations are special events.

(4~~0~~1) *Temporary sign:* Any sign to be displayed for a limited period as specified in Table 3 shall be deemed a temporary sign. Temporary signs shall include signs capable of being mounted on the ground through use of supports made of wood, plastic or metal, or leaned or affixed to a structure, tree or similar object, hand-carried signs, signs attached or mounted on vehicles, or in the window of any vehicle, but shall not include bumper stickers placed on vehicle bumpers. Such a sign shall not be attached to any landscape feature.

(4~~1~~2) *Wall sign:* A sign which is affixed to and flat against an exterior wall, fascia, cantilever, marquee, mansard, door or window of any building which is parallel thereto and supported by said wall, fascia, cantilever, marquee, awning, mansard or building. No sign shall project higher than the top of said wall, fascia, mansard or building.

(4~~2~~3) *Window sign:* A temporary sign attached inside a store front window or door identifying the name of the occupant. A window sign may be one (1) or all of the following:

a. *Identification sign:* A sign attached to or painted on an establishment window identifying the occupant and its address and telephone number.

b. *Message sign:* A sign containing a message.

c. *Hours of operation sign:* A sign stating hours or days of operation.

* * *

Section 3. Amendment to Temporary Signs. Chapter 16 "Land Development Code", Article XIV "Signs", Section 16-253 "Temporary Signs", subsection (a) of the City's Code of Ordinances is hereby amended to read as follows:

Sec. 16-253. Temporary signs.

(a) Only the following temporary signs shall be permitted:

TABLE 3

	Residential District	**Non-Residential District**
Grand opening banner sign:		
• Number	1 per project	1 per establishment
• Area maximum	32 sq. ft.	32 sq. ft.
• Length of display	30 days, non-renewable	30 days, non-renewable
• Height maximum above grade	Roof line of building	Roof line of building
• Setback minimum	May be hung from the front of a building or a minimum of 10 feet from right-of-way	May only be hung from the front of a building
Grand opening searchlight:		
• Number	Not permitted	1 **permit** per property. **There shall be no more than one active searchlight permit or grand opening searchlight permit with a radius of 10,000 feet.**

• Length of display	Not applicable	10 days, non-renewable
• Setback minimum	Not applicable	10 ft. from right-of-way
• Time of operation	Not applicable	From dusk until 11:00 pm ~~closing~~
• Additional restrictions	Not applicable	The number and placement of searchlights will be determined by the Director of Community Development, or designee, based upon the size and location of the property and event. Searchlights shall be operated in a manner so as not to cause a traffic hazard or constitute a nuisance to an adjacent or surrounding property. Searchlights shall be operated so that the beam is not displayed at an angle greater than 45 degrees from the vertical and shall avoid any direct beam at any building
Model sign:		
• Number maximum	1 per model lot and per office lot	N/A
• Area maximum	6 sq. ft.	[N/A]
• Model arrow signs	3 per development not to exceed 4 sq. ft.	N/A
• Flags	2 per model office lot, 1 per model lot until 1 year after certificate of occupancy is issued for last house in	N/A

	development	
• Other restrictions	Signs shall be installed only upon model lots and office lots	N/A
Political sign:		
• Number per candidate	1 per lot	1 per lot
• Area maximum	8 sq. ft.	32 sq. ft.
• Length of display	If the copy is related to an election, then 60 days prior to election; up to 14 days after the election	If the copy is related to an election, then 60 days prior to election; up to 14 days after the election
• Height maximum above grade	6 ft.	6 ft.
• Setback minimum	10 ft. from right-of-way	10 ft. from right-of-way
Real estate signs:		
• Number maximum	1 per parcel on-site	1 per parcel on-site
• Area maximum	6 sq. ft.	24 sq. ft.
• Length of Display	From the date the property is listed with a broker up to the date of closing; if the sale is by owner, the owner shall notify the code enforcement division before posting a sign	From the date the property is listed with a broker up to the date of closing; if the sale is by owner, the owner shall notify the code enforcement division before posting a sign
• Height maximum above grade	6 ft.	6 ft.
• Setback minimum	10 ft. from right-of-way	10 ft. from right-of-way
Contractor sign:		

• Number maximum	1 per project on-site	1 per project on-site
• Area maximum	6 sq. ft.	24 sq. ft.
• Length of display	From the date any building permit is issued until the building permit expires or the date any certificate of occupancy is issued	From the date any building permit is issued until the building permit expires or the date any certificate of occupancy is issued
• Height maximum above grade	6 ft.	6 ft.
• Setback minimum	10 ft. from right-of-way	10 ft. from right-of-way
Garage sale sign:		
• Number maximum	1 per lot on-site	Not permitted
• Area maximum	6 sq. ft.	Not applicable
• Length of display	max. of 1 week during 6-month period	Not applicable
• Height maximum above grade	6 ft.	6 ft.
• Setback minimum	10 ft. from right-of-way	10 ft. from right-of-way
Project sign:		
• Number per project	1 per project on-site	1 per project on-site
• Area maximum	8 sq. ft.	32 sq. ft.
• Length of display	From the date of site plan approval until the date the final certificate of occupancy is issued or 18 months, whichever is first	From the date of site plan approval until the date any certificate of occupancy is issued or 18 months, whichever is first
• Height maximum	6 ft.	6 ft.
• Setback minimum	10 ft. from right-of-way	10 ft. from right-of-way

Special event signs:		
• Number maximum	not applicable	1 temporary banner and 1 cold air balloon signs on-site; 10 temporary signs off-site
• Area maximum	not applicable	6 sq. ft. except that the on-site sign and banner may be 32 sq. ft.
• Length of display	not applicable	14 days prior to event; all signs to be removed within five (5) days after the event
• Height maximum above grade	not applicable	6 ft. except cold air balloons not exceeding 15 feet in height may be affixed to the rooftop of a structure where the special event is to take place
• Setback minimum	not applicable	10 ft. from right-of-way
Special Event Searchlight:		
• Number	Not permitted	1 **permit** per property. **There shall be no more than one active searchlight permit or grand opening searchlight permit with a radius of 10,000 feet.**
• Length of display	Not applicable	Duration of special event, not to exceed 10 days; to be removed within five (5) days after the event; maximum of one (1) ~~two (2)~~ event~~s~~ per property per year
• Setback minimum	Not applicable	10 ft. from right-of-way

• Time of operation	Not applicable	From dusk until 11:00 pm closing
• Additional restrictions	Not applicable	The number and placement of searchlights will be determined by the Director of Community Development, or designee, based upon the size and location of the property and event. Searchlights shall be operated in a manner so as not to cause a traffic hazard or constitute a nuisance to an adjacent or surrounding property. Searchlights shall be operated so that the beam is not displayed at an angle greater than 45 degrees from the vertical and shall avoid any direct beam at any building. If the property has been found to be in violation of the City Code in relation to the operation of searchlights, then the property is not eligible to obtain a special event searchlight for eighteen (18) months
Roadside memorial sign		
• Number	One per person	One per person
• Color/shape	White/circular	White/circular
• Diameter	15 inches	15 inches
• Length of display	One year	One year
• Height maximum above grade	42 inches	42 inches

• Location in median/swale	To be determined by the department	To be determined by the department
• Other	All signs shall prominently display the words "Drive Safely" in addition to the identification of the person. The sign shall be placed in a location such that it does not obstruct sight visibility or otherwise impede traffic safety as determined by the department. The city will remove the sign after one (1) year unless the family requests a one-year extension.	

***

Section 4. Amendment to exempt signs. Chapter 16 "Land Development Code", Article XIV "Signs", Section 16-261 "Approval process", subsection (c) "Exemptions" of the City's Code of Ordinances is hereby amended to exclude Searchlights from the list of exempted signs, as follows:

Sec. 16-261. Approval process.

* * *

(c) *Exemptions.* A permit shall not be required for:

(1) Changing of interchangeable letters on signs designed for use of interchangeable letters provided the owner thereof does not change.

(2) Real estate signs.

(3) Private or commercial nameplate, identification wall signs, or combination nameplate and street address identification wall signs, when such signs do not exceed two (2)

square feet, are not illuminated, do not project over a public right-of-way.

(4) Warning or notice-type signs, such as trespass signs, private driveway, no dumping and customer parking signs, when such signs do not exceed two (2) square feet in area, are not illuminated, and do not project over a public right-of-way.

(5) Political signs, special event signs (excluding searchlights) and garage sale signs.

* * *

Section 5. Other Provisions. Except as created or amended above, all other provisions of the Code of Ordinances of the City of Sunrise, Florida, as amended, shall remain in full force and effect.

Section 6. Conflict. All ordinances or parts of ordinances, all City Code sections or parts of City Code sections, and all resolutions or parts of resolutions in conflict with this Ordinance are hereby repealed to the extent of such conflict.

Section 7. Severability. Should any provision of this Ordinance be declared by a court of competent jurisdiction to be invalid, the same shall not affect the validity of the ordinance as a whole, or any part thereof, other than the part declared to be invalid.

Section 8. Inclusion in the City Code. It is the intention of the City Commission, and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of

the Code of the City of Sunrise, Florida.

Section 9. Effective Date. This Ordinance shall take effect immediately at the time of its passage and adoption.

PASSED AND ADOPTED upon this first reading this 8TH day of December, 2009.

PASSED AND ADOPTED upon this second reading this ____ day of _____, 2010.

_____
Mayor Roger B. Wishner

Authentication:

_____
Felicia M. Bravo
City Clerk

FIRST READING		SECOND READING	
MOTION:	ROSEN	MOTION:	_____
SECOND:	SCUOTTO	SECOND:	_____
ALU:	YEA	ALU:	____
ROSEN:	YEA	ROSEN:	____
SCUOTTO:	YEA	SCUOTTO:	____
SOFIELD:	YEA	SOFIELD:	____
WISHNER:	YEA	WISHNER:	____

Approved by the City Attorney
As to Form and Legal Sufficiency _____
Stuart R. Michelson

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Underscored words are additions for 1st Reading
Double-underscored and **bold** words
are additions for 2nd Reading

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Description:

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Public Hearing Notice

Notice of Public Hearing

The following item will be presented to the City Commission, City of Sunrise, Florida on:

Tuesday, January 12, 2010, at 6:30 p.m. in the commission chambers, Sunrise City Hall, 10770 West Oakland Park Boulevard, Sunrise, Florida, 33351.

This item will be on file in the Office of the City Clerk and may be reviewed Monday through Friday, 9:00 a.m. to 5:00 p.m.

C09400

AN ORDINANCE OF THE CITY OF SUNRISE AMENDING CHAPTER 16 "LAND DEVELOPMENT CODE," AMENDING ARTICLE XIV "SIGNS" SECTION 16-247 "Purpose and definitions" TO PROVIDE A DEFINITION OF SEARCHLIGHT; AMENDING ARTICLE XIV "SIGNS" SECTION 16-253 "TEMPORARY SIGNS" TO PROVIDE FOR GRAND OPENING SEARCHLIGHTS AND SPECIAL EVENT SEARCHLIGHTS; AMENDING Article XIV "Signs" Section 16-261 "Approval process" TO EXCLUDE SEARCHLIGHTS FROM THE LIST OF EXEMPT SIGNS; PROVIDING THAT ALL OTHER PROVISIONS OF THE CODE OF ORDINANCES OF THE CITY OF SUNRISE, FLORIDA, SHALL REMAIN IN FULL FORCE AND EFFECT; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE.

C09436

AN ORDINANCE OF THE CITY OF SUNRISE, FLORIDA, AMENDING FISCAL YEAR 2009/2010 BUDGET ORDINANCE NO. 505, TO AMEND THE GENERAL FUND (FUND 001), AND POLICE CONFISCATION/ FORFEITURE FUND (FUND 610), PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

C09391

AN ORDINANCE OF THE CITY OF SUNRISE, FLORIDA AMENDING CHAPTER 16 "LAND DEVELOPMENT CODE," AMENDING ARTICLE VII "OFF-STREET PARKING AND LOADING" SECTION 16-153 "VALET AND PREFERRED PARKING;" PROVIDING THAT ALL OTHER PROVISIONS OF THE CODE OF ORDINANCES OF THE CITY OF SUNRISE, FLORIDA, SHALL REMAIN IN FULL FORCE AND EFFECT; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CITY CODE; AND PROVIDING FOR AN EFFECTIVE DATE.

IF YOU PLAN TO DISTRIBUTE WRITTEN DOCUMENTS AT THE MEETING YOU MUST PROVIDE 12 COPIES TO THE CITY CLERK PRIOR TO THE START OF THE MEETING.

If a person decides to appeal any decision made by the board, agency, or commission with respect to any matter considered at such meeting or hearing, he will need a record of the proceedings, and that, for such purpose, he may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. F.S.S. 286.0105.

ANY PERSON WHO BELIEVES HE OR SHE HAS A DISABILITY REQUIRING THE USE OF AUXILIARY AIDS AND SERVICES AT THIS MEETING MAY CALL THE CITY COMMISSION OFFICE AT 954-746-3250 AT LEAST 48 HOURS PRIOR TO THE MEETING TO ADVISE OF HIS/HER SPECIAL REQUIREMENTS.

Policy of non-discrimination on the basis of handicapped status; equal opportunity employer.

January 2, 2010

Call Classified for your **advertising** opportunities!

Public Hearing Notice

NOTICE OF PUBLIC HEARING

The Town Commission of Hillsboro Beach, Florida is considering whether the Town should undertake a beach renourishment project to improve the Town's beachfront. If the project proceeds, the cost will be funded by assessments against real property within the Town. The assessment for each parcel of real property is based on the benefit that it will receive as a result of the project. A more specific description of the assessment program is included in Resolution No. 700 adopted by the Town Commission on December 15, 2006. Copies of Resolution No. 700 and the preliminary assessment roll describing the property to be assessed and the amount of the assessment are available for review at Town Hall 1210 Hillsboro Mile, Hillsboro Beach, Florida 33062.

The Town Commission will hold a public hearing at 9:00 a.m., or as soon thereafter as the matter can be heard, on January 26, 2009, at Town Hall 1210 Hillsboro Mile, Hillsboro Beach, Florida, for the purpose of receiving comments on the proposed project and the assessments. Interested persons are invited to attend and participate in the public hearing or to file written objections with the Town Commission any time prior to the public hearing.

If a person decides to appeal any decision made by the Town Commission with respect to any matter considered at the hearing, such person will need a record of the proceedings and may need to ensure that a verbatim record is made, including the testimony and evidence upon which the appeal is to be made.

Town of Hillsboro Beach, Florida
By: Town Clerk
January 2, 16, 2010

Sale Notices

Auction Notice

Vehicle to be auctioned off at Christopher Auto Body Work: 19100 SW 106 Avenue, Bay 19, Miami, FL 33157 on January 15, 2010 at 10:00 AM, 2001 Honda Civic VIN# 1HGEM22561L099889.

January 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 2009

Miscellaneous

NOTICE

T-Mobile USA Inc is proposing to construct a new telecommunications tower facility located off of SW 132nd Avenue in Homestead, Miami, Florida. The new facility will consist of a 49-foot monopole tower with antennas concealed within the tower. The tower will be located on a 6.5-foot by 19-foot fenced lease area with an equipment cabinet and meter board located on a proposed concrete pad. Additionally, the existing concrete sidewalk at the Project Site will be relocated to the west to pass around the Project Site. Any interested party wishing to submit comments regarding the potential effects the proposed facility may have on any historic property may do so by sending comments to: Project 61097411-RL c/o EBI Consulting, 6876 Susquehanna Trail South, York, PA 17403, or via telephone at (850) 893-7170.

January 2, 2010

WAITING LIST NOTICE

The Housing Authority of Pompano Beach will be opening its Housing Choice Voucher waiting list for families displaced by Hurricane Katrina and Hurricane Rita. The applications may be obtained at http://www.hapb.org/notice3.html beginning September 21, 2009, and should be returned to the Housing Authority of Pompano Beach, P.O. Box 2006, Pompano Beach, FL 33061. Applications will not be accepted in person or via email. The Housing Authority will limit the number of applicants to the first 124 families that qualify.

Who should apply: At minimum, a family must have been displaced by Hurricane Katrina or Hurricane Rita. Also, a family that recently left or is living in temporary housing units funded by FEMA, Katrina Cottages, or other temporary housing programs designed for the purpose of assisting families displaced by Hurricanes Katrina or Rita, should apply. Completing an application does not qualify a family for this program. Please do not submit an application if you have not been displaced by Hurricanes Katrina or Rita.

Equal Housing Opportunity Statement: We are pledged to the letter and spirit of U.S. policy for the achievement of equal housing opportunity throughout the Nation. We encourage and support an affirmative advertising and marketing program in which there are no barriers to obtaining housing because of race, color, religion, sex, handicap, familial status, or national origin.

January 2, 8, 15, 22, 29, 2010

NOTICE

T-Mobile USA Inc is proposing to construct a new telecommunications tower facility located off of SW 112th Street in Miami, Florida. The new facility will consist of a 60-foot monopole tower with antennas concealed within the tower. The tower will be located on a 6.5-foot by 19-foot fenced lease area with an equipment cabinet and meter board located on a proposed concrete pad. The Project Site will be access via SW112th Street. Any interested party wishing to submit comments regarding the potential effects the proposed facility may have on any historic property may do so by sending comments to: Project 61097412-RL c/o EBI Consulting, 6876 Susquehanna Trail South, York, PA 17403, or via telephone at (850) 893-7170.

January 2, 2010

IN THE CIRCUIT COURT OF THE 15th JUDICIAL CIRCUIT,
IN AND FOR PALM BEACH COUNTY, FLORIDA
CASE NO.: 50 2009 CA 034957XXXXMB

IN RE:Forfeiture of:
One (1) 1989 DODGE TRUCK
VIN: 1B6ME3658KS141658

NOTICE OF FORFEITURE PROCEEDINGS

ALL PERSONS who claim an interest in the following property: One (1) 1989 DODGE TRUCK, VIN: 1B6ME3658KS141658, which was seized because said property is alleged to be contraband as defined by Sections 932.701 (2)(a)(1-6), Florida Statutes, by the Department of Highway Safety and Motor Vehicles, Division of Florida Highway Patrol, on or about August 24, 2009 in Palm Beach County, Florida. Any owner, entity, bona fide lienholder, or person in possession of the property when seized has the right to request an adversarial preliminary hearing for a probable cause determination within fifteen (15) days of initial receipt of notice, by providing such request to Heather Rose Cramer, Assistant General Counsel, DHSMV-Legal Office, P.O. Box 540609, Lake Worth, FL 33454-0609, by certified mail return receipt requested. A complaint for forfeiture has been filed in the above styled court.

December 26, 2009, January 2, 2010

Marine

SunSentinel.com/GetWheels

Boats

13.5' WAHOO – '03, 40 horse mercury, runs excellent, looks nice. Can be shown at any time. Call 954-624-6140.

19' MAKO – Center console, Open Fisherman, 150 Yahmaha excellent condition, $9,950, Just in time for xmas. 561-866-9287

21' SEARAY LAUNGUNA – 200 EFI Mercury, walk around cabin, new trailer, under 200 hrs. Mint, $11,500. 561-289-8545.

22' BOSTON WHALER – Outrage Twin 150HP outboards. New GPS & electronics. Turnkey start boating today! Located in Ft. Lauderdale, FL. $17,200. Call 508-958-2590

22' MAKO – 1999. Estate Sale. C/C fishman, auto pilot. 2006 Evinrude E-PECH 225HP, new, low hrs, trailer. $23,900. 954-771-2277

MUST BE SEEN

23FT. YAMAHA – JetBoat, AR230, 2005, high output, Mint condition, steal at $19,800, Call 954-557-3032

29' STRIKE – New! Twin diesels. 25' Boston Whaler. Las Olas Isles income home, 3 docks. Liquidation/offer! 954-881-1520.

MUST BE SEEN

35.8' SONIC – '04. Blue and white custom graphics. TW 496HO Mercs. 320hrs. Bravo drives. Hyd ster. Opt's flat scr, micro, silent choice, stand up lav, elec seats, hot water, 12V adapter. Mint cond. N/S. Like new. Selling for health issues. Rack stor. $95K. Owner. 954-772-6633, principles please.

MUST BE SEEN

35.8' SONIC – '04. Blue and white custom graphics. TW 496HO Mercs. 320hrs. Bravo drives. Hyd ster. Opt's flat scr, micro, silent choice, stand up lav, elec seats, hot water, 12V adapter. Mint cond. N/S. Like new. Selling for health issues. Rack stor. $95K. Owner. 954-772-6633, principles please.

36 FT LCPL 36FT - 1968 36ft. LCPL Boat Command & Control for Amphib. Operation (Navy) Officer personnel boat. Great for fishing, diving, shrimping. $21,900, 954-551-0933/navdivr@aol.com

36 SILVERTON - 1997 362 Sedan Cruiser Flybridge Brand new interior, carpet seats, freshwater cooled Crusaders only 325 hours, genset dual AC's steroe/tv
, 561-843 6162 / mkarlsson@nichegroup.com

37' MIDNIGHT EXPRESS - 2007
MIDNIGHT EXPRESS LOADED
TRIPPLE OUTBOARDS
190 HOURS LOADED
$275,000
CALL , 954-931-6603

Dockage/Storage

AVENTURA – Floating dock. 40ftx13ft. Safe Harbor. 24hr Sec. Water, Dock Box, Elec Avail. Prime Area-Must See! 305-934-4701

BOCA/DELRAY – Deepwater, NFB, hurricane hole, water, 50 AMP, to 60'. 561-756-1486

BOCA EAST – Up to 35 ft. Water/electric included, no fixed bridges. Off intercoastal. 2BR, 2BA apt. optional. Call Jaye: 561-251-7081.

DEERFIELD BEACH/LITTLE HARBOR – Deep water dock, NFB, water/electric. Large turning basin. Private, Secure. 954-415-6812.

FT. LAUDERDALE – SE 15th St., 1st canal to port,up to 43ft, minutes to inlet, deep water, no wake, $10/ft, 35 ft. Min.954-525-1872

FT. LAUD – North Fork of New River @ SW 4th Ct. Deluxe 35' dock. Large Storage box/Wtr/elec. nfb. No lvbd. $248/mo. 773-868-6666

FT LAUD – Up to 60' on ICW by Bahia Mar Marina. Free 50 amps, gated pkng, cable & wi-fi. NLA. Last slip avail. $1300/mo. 954-629-7324

HILLSBORO INLET – Private dock next to inlet bridge for 80-125ft, yacht only. Deep water, 200 amp electric, on ICW • 954-803-5630 •

LIGHTHOUSE POINT – Up to 55'. Minutes to inlet. Large turning basin. Best in Lighthouse Point! Very wide canal. 954-788-6776

Marine Miscellaneous

DOCK FOR RENT
SE FT LAUD, UP TO 70', DEEP WATER, OFF ICW, MINUTES TO OCEAN, ELECTRIC/WATER INCL. LAUDERDALE HARBORS 954-661-3602

DOCK - HIGHLAND BEACH up to 35',power & water, deep canal, private home, AVAILABLE NOW. 561-278-9423

- POMPANO 22 Court min to inlet 10/Ft $150.00 bonus,call for details water,whips, elect 561-488-4840

Personal/Watercraft

2008 DL12 CARBIE TENDER $14995.00 -
MovingSale
tender like new . Little river row boat $1100.00 Waterbike $995.00 all like new, 954-290-5666

Yachts

41' TIARA – 1997 Open M/Tower REDUCED! Call Jeff 954-303-4525

42' SEARAY SUNDANCER – 2005, 480HP Cummins, bow and stern thruster. Sat. TV. 390 hours. Mint. $269K. 954-849-7950

43' TIARA – '94, Excellent equipment. Low price. Call Jeff 954-303-4525

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or moving on?
click on "apartments" at
Sun-Sentinel.com
to find the apartment you're looking for.

Yachts

46' GRAND BANKS EUROPA – '04 Twin Yanmars 465 hp. Exceptional factory installed extras, Turn key. Impeccable condition. Call for list of extras and 4x6 picture. Call 305-852-1686 or Cell:954-829-4744

51' BERTRAM SF – '2000/01. New to Market. MINT. Call Jeff 954-303-4525

54' HATTERAS SPORTFISH – '1997. Excellent Condition. Low Hrs. Call Jeff at 954-303-4525

60' HATTERAS SPORTFISH – '2000/01. MINT Best Buy. Call Jeff at 954-303-4525

62' AZIMUT – '2008. Mint, Smaller Trades Considered. Call Jeff at 954-303-4525

72' VIKING – CPMY – 1990 New to Market, Mint condition. Call Jeff 954-303-4525

74' HATTERAS CPMY '89 – Cats, 2 Boat Owner. CALL JEFF 954-303-4525

80' HATTERAS SKYLOUNGE – 08. New To Mkt, 2 boat owner. Call Claude 954-648-9498

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SUNRISE CITY CODE NOTICE OF PROPOSED AMENDMENT

The City of Sunrise proposes to adopt by ordinances the following amendments to Chapter 16 "Land Development Code":

OFF-STREET PARKING AND LOADING

AN ORDINANCE OF THE CITY OF SUNRISE, FLORIDA, AMENDING CHAPTER 16 "LAND DEVELOPMENT CODE," AMENDING ARTICLE VII "OFF-STREET PARKING AND LOADING" SECTION 16-153 "VALET AND PREFERRED PARKING;" PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CITY CODE; AND PROVIDING FOR AN EFFECTIVE DATE.

SIGNS

AN ORDINANCE OF THE CITY OF SUNRISE, FLORIDA, AMENDING CHAPTER 16 "LAND DEVELOPMENT CODE," AMENDING ARTICLE XIV "SIGNS" SECTION 16-247 "PURPOSE AND DEFINITIONS" TO PROVIDE A DEFINITION OF SEARCHLIGHT; AMENDING ARTICLE XIV "SIGNS" SECTION 16-253 "TEMPORARY SIGNS" TO PROVIDE FOR GRAND OPENING SEARCHLIGHTS AND SPECIAL EVENT SEARCH LIGHTS; AMENDING ARTICLE XIV "SIGNS" SECTION 16-261 "APPROVAL PROCESS" TO EXCLUDE SEARCHLIGHTS FROM THE LIST OF EXEMPT SIGNS; PROVIDING THAT ALL OTHER PROVISIONS OF THE CODE OF ORDINANCES OF THE CITY OF SUNRISE, FLORIDA, SHALL REMAIN IN FULL FORCE AND EFFECT; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE.

The City Commission, in its capacity as the Local Planning Agency, will hold a public hearing on these ordinances on Tuesday, November 24, 2009 in the Commission Chambers at 10770 West Oakland Park Boulevard, 1st Floor, Sunrise, Florida, commencing at 6:15 p.m., in order to make recommendations to the local governing body (City Commission) regarding the proposed amendments. Upon the close of the Local Planning Agency hearing, a public hearing will be held by the Sunrise City Commission at 6:30 p.m., or as soon thereafter as the Local Planning Agency hearing adjourns.

The proposed ordinances may be inspected at the Community Development Department, 10770 West Oakland Park Boulevard, 1st Floor, Sunrise, Florida 33351, between the hours of 9:00 a.m. to 5:00 p.m. Monday through Friday. Persons with disabilities requiring accommodations in order to participate should contact the City Commission Office at (954) 746-3250 at least 24 hours in advance to request such accommodations.

If a person decides to appeal any decision made by the City Commission with respect to any matter considered at such meeting or hearing, he/she will need a record of the proceedings, and that for such purposes, he/she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. Fla. Stat. § 286.0105.

AD LPA-112409.CHPTR 16

CITY OF SUNRISE FLORIDA

AGENDA ITEM REQUEST

Originating Department: Fire Rescue

Item Title: Amendment

Item Number: 11 C

Meeting Date: 1/12/2010

City Reference Number (C#): C09448

Item Description:

An amendment to Chapter 6 of the City's Code of Ordinances to adopt the most current fire prevention code.

Funding:

N/A

Amount:

N/A

Attachments:
CAO Ordinance

Background:

The 2009 Edition of the Florida Statutes, Chapter 633, Section 633.0215, Florida Fire Prevention Code requires the State Fire Marshal to adopt the Fire Prevention Code containing all firesafety laws and rules every three years. Additionally, the State Fire Marshal must adopt the National Fire Protection Association's (NFPA) Standard 1, Fire Prevention Code, as well as the current edition of the NFPA Life Safety Code, Pamphlet 101. Local amendments are permitted under F.S. 633 but must be adopted by the County. Broward County adopted the local amendments to the 2007 Florida Building Code effective March 1, 2009. Administration of these codes and standards occurs through the Sunrise Fire-Rescue Department Fire Marshal and Fire Chief through the authority of the Broward County Board of Rules and Appeals. Therefore, in order to conform to and cite current references, the Code of the City of Sunrise requires an amendment to Section 6-51.

Department Head Recommendation:
Approval

Person With Additional Information:
Name: Norm Rynning Phone: 954.746.3453

Department Head Name and Title:
Norm Rynning, Fire Chief

City Manager:
Authorized for agenda placement

SUNRISE, FLORIDA

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF SUNRISE, FLORIDA, AMENDING SECTION 6 "FIRE PREVENTION AND PROTECTION*," ARTICLE III "STANDARDS," CHAPTER 6-51 "ADOPTION OF FIRE PREVENTION CODE;" TO CONFORM TO AND CITE CURRENT REFERENCES; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CITY CODE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, an amendment to the fire prevention code is required to conform to and cite current references;

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

Section 1. The foregoing Whereas clauses are hereby ratified and incorporated as the legislative intent of this Ordinance.

Section 2. That section 6-51 of the Code of the City of Sunrise, Florida, is hereby amended to read as follows:

Sec. 6-51. Adoption of fire prevention code.

(a) There is hereby adopted for the purpose of prescribing regulations governing conditions hazardous to life and property from fire or explosion, that certain current code known as the ~~South~~ Florida Fire Prevention Code, inclusive of the Broward County Amendments, and 101 Life Safety Code, ~~as set forth in Chapter 52 of the South Florida Building Code, 1990,~~ Broward County edition.

~~(b) The Life Safety Code, N.F.P.A. 101, 1988 Edition, as published by the National Fire Protection Association is~~

~~hereby adopted by reference.~~

(b~~c~~) One (1) copy is filed in the office of the clerk of the city. The codes are hereby adopted and incorporated as fully as if set out at length herein and shall be controlling within the limits of the city.

Section 3. Conflict. All ordinances or parts of ordinances, all City Code sections or parts of City Code sections, and all resolutions or parts of resolutions in conflict with this Ordinance are hereby repealed to the extent of such conflict.

Section 4. Severability. Should any provision of this Ordinance be declared by a court of competent jurisdiction to be invalid, the same shall not affect the validity of the ordinance as a whole, or any part thereof, other than the part declared to be invalid.

Section 5. Inclusion in the City Code. It is the intention of the City Commission, and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the Code of the City of Sunrise, Florida.

Section 6. Effective Date. This Ordinance shall be effective immediately upon its passage.

PASSED AND ADOPTED upon this first reading this ____ DAY OF _____, 2010.

PASSED AND ADOPTED upon this second reading this ____ DAY OF _____, 2010.

_____
Mayor Roger B. Wishner

Authentication:

_____
Felicia M. Bravo
City Clerk

FIRST READING		SECOND READING	
MOTION:	_____	MOTION:	_____
SECOND:	_____	SECOND:	_____
ALU:	____	ALU:	____
ROSEN:	____	ROSEN:	____
SCUOTTO:	____	SCUOTTO:	____
SOFIELD:	____	SOFIELD:	____
WISHNER:	____	WISHNER:	____

Approved by the City Attorney
As to Form and Legal Sufficiency. _____
Stuart R. Michelson

CITY OF SUNRISE FLORIDA

AGENDA ITEM REQUEST

Originating Department: City Attorney

Item Title: Amendment

Item Number: 11 D

Meeting Date: 1/12/2010

City Reference Number (C#): C09449

Item Description:

An Ordinance of the City of Sunrise, Florida, amending Chapter 3 "Alcoholic Beverages*;" Article II "Extended Hours License Procedure*;" Section 3-10 "Application and Review Procedures for Extended Hours Licenses;" and Section 3-12 "Issuance, Revocation, and Renewal of Extended Hours License;" to amend the procedures for the denial and revocation of extended hours applications and licenses; providing for conflict; providing for severability; providing for inclusion in the City Code; and providing an effective date.

Funding:

N/A

Amount:

N/A

Attachments:
CAO Ordinance

Background:

Staff wishes to amend the time period that an applicant can re-apply for an extended hours license after a previously submitted application has been denied, to be consistent with the time period that an applicant can re-apply after an extended hours license has been revoked. Staff also wishes to have the power to immediately revoke an extended hours license should the situation warrant.

Department Head Recommendation:
Approval

Person With Additional Information:
Name: Stuart R. Michelson Phone: (954) 746-3300

Department Head Name and Title:
Stuart R. Michelson, City Attorney

City Manager:
Authorized for agenda placement

SUNRISE, FLORIDA

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF SUNRISE, FLORIDA, AMENDING CHAPTER 3 "ALCOHOLIC BEVERAGES*;" ARTICLE II "EXTENDED HOURS LICENSE PROCEDURE*;" SECTION 3-10 "APPLICATION AND REVIEW PROCEDURES FOR EXTENDED HOURS LICENSES;" AND SECTION 3-12 "ISSUANCE, REVOCATION, AND RENEWAL OF EXTENDED HOURS LICENSE;" TO AMEND THE PROCEDURES FOR THE DENIAL AND REVOCATION OF EXTENDED HOURS APPLICATIONS AND LICENSES; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CITY CODE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City wishes to revise the procedures for the denial and revocation of an extended hours applications and licenses;

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

Section 1. The foregoing Whereas clause is hereby ratified and incorporated as the legislative intent of this Ordinance.

Section 2. That section 3-10 of the Code of the City of Sunrise, Florida, is hereby amended to read as follows:

Sec. 3-10. Application and review procedures for extended hours licenses.

* * *

(c) *Determination.* The city commission shall approve, approve with conditions, or deny the request for an extended hours license in accordance with the procedures of section 3-11 of this chapter.

(1) *Hearing.* The city commission, in accordance with the procedures of this chapter, shall conduct a quasi-judicial public hearing on the application for an extended hours license, during which staff and the licensee may address the city commission. All other individuals wishing to speak will be afforded three (3) minutes to do so.

a. *Approval.* The city commission may approve an application for an extended hours license upon a determination that the subject application is consistent with the health, safety, and welfare of the city.

b. *Conditional approval.* The city commission may require, as a condition of the privilege of extending hours of operation, compliance with any reasonable condition deemed to be necessary to mitigate or eliminate the potential adverse effects of such extended hours of operation, in addition to the conditions provided in section 3-11(a). These conditions may include, without being limited to, provision by the owner or operator, at his/her expense, of additional off-street parking, measures designed for security, crowd control, and noise attenuation, and other assurances designed to mitigate the effects of the extended hours of operation.

c. *Denial.* An application which is determined by the city commission to be inconsistent with the public health, safety, and welfare shall be denied. <u>Any applicant who makes an application which is denied shall be precluded from making another application for one-year (365 days) from the date of such denial.</u>

<u>Section 3.</u> That section 3-12 of the Code of the City of Sunrise, Florida, is hereby amended to read as follows:

Sec. 3-12. Issuance, revocation, and renewal of extended hours license.

* * *

(b) *Revocation, suspension, or imposition of additional conditions and/or restrictions.*

(1) If, at any time, the director of planning and development or his/her designee determines that any extended hours license holder has failed to comply with any applicable condition of its license, or is operating in a manner harmful to the public health, safety or welfare he/she may place on the city commission quasi-judicial hearing agenda an item to determine whether the extended hours license should be revoked based upon the failure to meet the following criteria. The director of planning and development or his/her designee shall prepare a report which provides an analysis of the following:

a. During the extended hours of operation, the extended hours license holder shall comply with all conditions imposed at the time of license issuance;

b. During the extended hours of operation, the extended hours license holder shall take all reasonable precautions to discourage unlawful activity, including vandalism, crimes against property or persons, disturbances, loitering of patrons, narcotics use or distribution, excessive noise, vehicular use by intoxicated patrons, and illegal activity of any kind by employees, patrons or others associated with the establishment; and

c. During the extended hours of operation, the extended hours license holder shall take all reasonable efforts to prevent nuisances both inside and outside the establishment.

d. During the hours of operation, the extended hours license holder shall not exceed the number of occupants set by the city building

and fire officials as the maximum capacity (persons) for the establishment.

(2) The City Manager, on the advice of staff, shall have the power to enter an order revoking immediately an extended hours license.

(3~~2~~) A quasi-judicial hearing on revocation, suspension, or imposition of additional conditions may ~~shall~~ be noticed upon application and conducted in the manner ~~set~~ described in section 3-10. The C~~c~~ity C~~c~~ommission will consider the matter de novo, and will determine whether the City Manager was justified in revoking the extended hours license and whether the license should remain revoked. ~~licensee violated a condition of the license or whether the licensee is operating in a manner harmful to the public health, safety or welfare based upon the criteria specified in subsection (b)(1).~~ The burden of proof will be on the applicant seeking the reinstatement of a revoked license.

(4~~3~~) After consideration of the matter, and after allowing staff and the license holder to address the city commission, and allowing all others wishing to speak three (3) minutes to do so, the city commission may revoke the extended hours license or allow the licensee to continue operating during extended hours, subject to any reasonable additional conditions deemed necessary to mitigate or eliminate the adverse effects of such extended hours. These conditions may include, without being limited to, provision by the licensee, at its expense, of additional security personnel, sound-proofing or noise reduction, and/or provision of additional parking.

(5~~4~~) Should the extended hours license be revoked, no reapplication shall be considered for that location within a twelve (12) month period following the date of revocation. No revoked extended hours license shall be reinstated until all applicable conditions of the license are met and the payment of a reinstatement fee in an amount established by resolution of the city commission is made.

* * *

Section 4. Conflict. All ordinances or parts of ordinances, all City Code sections or parts of City Code sections, and all resolutions or parts of resolutions in conflict with this Ordinance are hereby repealed to the extent of such conflict.

Section 5. Severability. Should any provision of this Ordinance be declared by a court of competent jurisdiction to be invalid, the same shall not affect the validity of the ordinance as a whole, or any part thereof, other than the part declared to be invalid.

Section 6. Inclusion in the City Code. It is the intention of the City Commission, and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the Code of the City of Sunrise, Florida.

Section 7. Effective Date. This Ordinance shall be effective immediately upon its passage.

PASSED AND ADOPTED upon this first reading this ____ DAY OF _____, 2010.

PASSED AND ADOPTED upon this second reading this ____ DAY OF _____, 2010.

_____
Mayor Roger B. Wishner

Authentication:

_____
Felicia M. Bravo
City Clerk

FIRST READING		SECOND READING	
MOTION:	_____	MOTION:	_____
SECOND:	_____	SECOND:	_____
ALU:	____	ALU:	____
ROSEN:	____	ROSEN:	____
SCUOTTO:	____	SCUOTTO:	____
SOFIELD:	____	SOFIELD:	____
WISHNER:	____	WISHNER:	____

Approved by the City Attorney
As to Form and Legal Sufficiency. _____
Stuart R. Michelson

CITY OF SUNRISE FLORIDA

AGENDA ITEM REQUEST

Originating Department: Police

Item Title: Nuisance Abatement

Item Number: 11 E

Meeting Date: 1/12/2010

City Reference Number (C#): C09418

Item Description:

An Ordinance of the City of Sunrise, Florida amending Chapter 9, "Nuisance Abatement".

Funding:

N/A

Amount: N/A

Attachments:
CAO Ordinance

Background:

The following additions are proposed: Section 9-2 is being revised to more specifically identify the conditions that are declared to be public nuisances within the City. Section 9-3 is being revised to add definitions of garbage, overgrowth, private property, public property, repeat violation, solid waste, swale area, vegetation, and yard waste. Section 9-31 is being revised to allow action to be taken on vacant land that is near commercial property. Section 9-32 is being revised to create a shortened procedure for repeat violations and abatement of emergencies. Section 9-33(a)(3) and (4) are being revised to provide a 21 days notice prior to imposing a lien against the property.Section 9-35 is being revised to allow 21 days for property owners to pay enforcement costs before a lien is issued.Section 9-51 is being revised to include definitions of abandon, derelict and motor vehicle, and to make it unlawful to abandon a motor vehicle upon private property for more than 10 days. Section 9-52 is being revised to provide for a process for removal of abandoned or derelict motor vehicles on public property. Section 13.5-1 is being revised to define stagnant water. Section 13.5-6 is being revised to enhance the sanitary and safety requirements for spas, hot tubs, and similar structures and to make it unlawful for an owner or occupant in the city to maintain any swimming pool, spa, hot tub or similar structure in a stagnant condition or with water that is not free and clear of pollutants, garbage, solid waste or debris.

Department Head Recommendation:
Approval

Person With Additional Information:
Name: John E. Brooks Phone: x3363

Department Head Name and Title:
John E. Brooks, Chief of Police

City Manager:
Authorized for agenda placement

SUNRISE, FLORIDA

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF SUNRISE, FLORIDA, AMENDING CHAPTER 9 "NUISANCES" BY CREATING SECTION 9-2 "CONDITIONS DECLARED PUBLIC NUISANCES" AND 9-3 "DEFINITIONS;" AMENDING SECTION 9-31 "PROPER MAINTENANCE REQUIRED" TO DELETE RESIDENTIAL; AMENDING SECTION 9-33 "ABATEMENT PROCEDURE" REGARDING PUBLIC NUISANCE AND ADD REPEAT VIOLATE; AMENDING SECTION 9-35 "RECOVERY OF ENFORCEMENT COSTS"; AMENDING SECTION 9-50 "CERTAIN FICUS NITIDA AND FICUS BENJAMINA DECLARED HAZARDOUS;" AMENDING SECTION 9-51 "JUNKED OR INOPERATIVE VEHICLES;" CREATING SECTION 9-52 "NOTICE TO ABATE; ABANDONED OR DERELICT MOTOR VEHICLES;" CREATING SECTION 9-53 "ABATEMENT; ABANDONED OR DERELICT MOTOR VEHICLES;" AMENDING CHAPTER 13.5 "SWIMMING POOLS*;" AMENDING SECTION 13.5-1 "DEFINITIONS;" AND SECTION 13.5-6 "SANITARY AND SAFETY REQUIREMENTS;" TO PROVIDE FOR CHANGES TO THE NUISANCE ABATEMENT PROCESS AND PROCEDURES, SAFETY REQUIREMENTS AND DEFINITIONS; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CITY CODE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City has reviewed its nuisance abatement process and has identified additions and amendments to the Code that will facilitate a more efficient nuisance abatement process; and

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

Section 1. The foregoing Whereas clauses are hereby ratified and incorporated as the legislative intent of this Ordinance.

Section 2. That the Code of the City of Sunrise, Florida, is hereby amended by adding sections to be numbered 9-2 and 9-3, which sections read as follows:

Section 9-2. Conditions Declared Public Nuisances

(a) It is declared unlawful and a public nuisance for any owner of any property in this City to maintain such property or to permit such property to be maintained in such a manner that the property is or may reasonably become infested or inhabited by rodents, vermin or wild animals, or may furnish a breeding place for mosquitoes, or threatens or endangers the public health, safety or welfare, or may reasonably cause disease, or adversely affects and impairs the economic welfare of adjacent property.

(b) It is declared unlawful and a public nuisance for any owner or occupant of any real property in the City including any lot, tract or parcel of land, improved or unimproved in this City to maintain such property, including swale areas, sidewalks and waterways abutting such real property, or permit such property to be maintained in such a manner that there is any accumulation or untended growth of weeds, undergrowth or other dead or living plant life; any overgrowth of lawn, grass, weeds or foliage; any trash, rubbish, paper, refuse, garbage, yard waste, or debris; any abandoned or derelict motor vehicle; any discarded machinery, appliances, furniture or similar article; any stagnant water; any other objectionable, unsightly, or unsanitary matter; or to allow any of the conditions as described in subsection (a) above to exist.

(c) The Code Enforcement Manager is authorized to interpret this Chapter and to make, alter and repeal rules in conformity to this Chapter as deemed necessary to implement the requirements hereof, subject to the appeal process specified herein.

Sec. 9-3 Definitions. The following words, terms and phrases, when used in this Chapter shall have the meanings set forth below, except where the content clearly indicates a different meaning.

Code means the Code of Ordinance of the City of Sunrise as existing, or as may be amended from time to time.

Garbage means every waste accumulation of animal or vegetable matter which attends the preparation, use, cooking, processing, handling or storage of meats, fish, fowl, fruits, vegetables or other matter which is subject to decomposition, decay putrefaction or the generation of noxious or offensive gases or odors or which, during or after decay, may serve as breeding or feeding material for flies, insects or animals.

Overgrowth means lawn, grass or weeks in excess of six (6) inches in height.

Private Property means any real property within the city which is not public property as defined herein.

Public Property means any real property in the city which is owned by the City of Sunrise and includes buildings, parking lots, parks, streets, sidewalks, swales, right-of-ways, easements and other similar property.

Repeat Violation means a violation of this Chapter by a person or entity who has previously been issued a notice to abate and failed to comply, resulting in abatement of the nuisance by the City, or has previously been found by the special magistrate to have violated the same provision of the Code within five (5) years prior to the violation, or has previously been issued a citation violation notice that was uncontested pursuant to Chapter 11.

Solid waste means useless, unwanted or discarded solid material with insufficient liquid content to be free flowing, including, but not limited to, any and all bulk trash, commercial trash, rubbish, building materials, garbage, household trash, commercial and industrial waste litter, cigars and cigarettes and parts thereof, whether combusted or intact, refuse, scrap materials, appliances, motor vehicle parts, furniture, tree trimmings, yard waste, construction debris, demolition debris or any other similar solid material

or waste that is unwanted or discarded or surrendered for collection disposal, but shall not include sludge from air or water pollution control facilities, septic tank sludge or agricultural or unacceptable waste.

Swale area means that area immediately adjacent to a roadway between the driving surface of the roadway and the adjacent private property line.

Vacant Dwelling is any building or other structure which is neither occupied nor used by persons authorized by the owner of the property on which such building or structure is located, or where utility services have been terminated.

Vegetation means all natural growth upon a lot or parcel of ground, including grass, weeks, trees, vines, bushes, underbrush and the waste material arising therefrom.

Yard waste means plant material, grass cuttings, tree trimmings, seeds, fruit, leaves or vegetative matter from grass, shrubs, bushes, hedges, palms, trees, or mulch created as a result of the care and maintenance of plants or trees which is conducive to disposal in a yard waste cart and is free of dirt, rocks and other solid waste or foreign materials.

Secs. 9-4~~3~~ - 9-15. Reserved.

Section 3. That section 9-31 of the Code of the City of Sunrise, Florida, is hereby amended to read as follows:

Sec. 9-31. Proper maintenance required.

(a) All yards, swale areas, walkways, driveways, parking areas, vacant lots and landscape areas shall be properly maintained consistent with the following standards:

(1) They shall be free of refuse and debris.

(2) Vacant land which is no closer than three hundred (300) feet from a developed ~~residential~~ parcel shall not have grass or weed growth in excess of twelve (12) inches in height.

(3) Lots or parcels either vacant or upon which

structures are located or vacant land located within three hundred (300) feet of a developed ~~residential~~ parcel shall not have grass or weed growth in excess of six (6) inches in height.

(4) All paved areas shall be maintained reasonably free of holes and cracks.

(5) All landscape material shall be maintained reasonably free of weeds and foreign matter and shall be kept in reasonably healthy condition at all times. All dead material, including trees, shall be replaced consistent with the requirements of the landscape code.

* * *

Section 4. That section 9-33 of the Code of the City of Sunrise, Florida, is hereby amended to read as follows:

Sec. 9-33. Abatement procedure.

(a) All property and structures, and all swale areas, which contain conditions that constitute a public nuisance under Section 9-2, Section 13.5-6, or any section of this Chapter or which are improperly maintained as provided in this chapter to the extent that the property or structure constitutes a fire hazard or an otherwise dangerous or unsightly condition is hereby declared to be a public nuisance and illegal and shall be abated by repair and rehabilitation or by demolition in accordance with the following procedure:

(1) When the code enforcement division determines, upon the complaint of any person, that any property or structure constitutes a public nuisance defined above or in any other section of the City Code or city ordinance, the code enforcement division shall notify the owner of the property or structure of the violations and the repairs or other actions which are necessary to bring the property or structure into compliance with the city code. The notice shall be sent by certified, return receipt requested mail to the property owner at the address shown on the most recent ad valorem tax roll or at a better address if such address is known to the code enforcement division, or the notice shall be hand delivered. Notice shall be deemed complete whether a return receipt is

received or not. If the owner is unknown or not found in the Broward County tax rolls then service of the notice shall be made on the owner by posting the notice on the property or structure in a conspicuous place for ten (10) consecutive days prior to the city taking corrective action. The notice shall direct the property owner to abate the nuisance within ten (10) days of the date of receipt of the notice. The notice shall further provide that in the event that the nuisance is not abated within ten (10) days, the city shall take those actions necessary to abate the nuisance and assess the actual costs of the city, including expenses, as a lien against the property.

(2) If a Repeat Violation is found to exist, the Code Enforcement Division shall provide notice to the alleged repeat violator by posting the notice on the property or structure in a conspicuous place which notice shall direct the property owner to abate the nuisance but is not required to give the repeat violator time to correct the violation. The City may proceed directly by taking all necessary steps to abate the nuisance and assess the actual costs of the City, including expenses, as a lien against the property.

(3)(~~2~~) Cost to owner. If the city abates any nuisance pursuant to this section, the actual cost thereof shall be billed to the owner in the same manner notice is given as provided for in paragraph (1) above. The bill shall state that the amount due must be paid within twenty-one ~~thirty~~ (21~~30~~) days of the billing date, which date shall be reflected on the bill.

(4)(~~3~~) Recording and foreclosure of lien. If the owner fails or refuses to pay the full amount due the city may, following twenty-one ~~thirty~~ (21~~30~~) days from the date of the bill, cause a notice of lien in favor of the City of Sunrise to be recorded in the official records of Broward County, Florida. The notice of lien shall contain a sworn statement showing the actual cost incurred by the city, the date that the costs were~~where~~ incurred and the legal description of the property against which the lien is assessed. The recordation of the notice of lien shall constitute a lien upon the property and shall remain in full force and effect for the amount due, principal and interest, plus costs of the court and reasonable

attorney's fees, if any, until final payment is made. The liens shall be superior to all other liens on such lands liened except for those for state, county, municipal or other governmental taxes. The amount due shall bear interest at the legal rate beginning from the day of the assessment of the lien. The notice of lien, as recorded in the official record books of the Broward County, shall be prima facie evidence of the debt of the City of Sunrise and may be foreclosed as mortgages are foreclosed in the circuit court. In an action for foreclosure, the city shall receive all costs including reasonable attorney's fees.

(b) The provisions of this section are available to the city in addition to any other remedies or penalties provided by state statute, city ordinance or by this chapter.

(c) The city shall have the right to seek a civil injunction against the owner or occupant of the property for any violation of this chapter.

(d) Nothing in this section shall be construed to prohibit the Code Enforcement Manager from immediately abating nuisances on an emergency basis. The property owner shall be notified as immediately as possible regarding such abatement, however, this notice shall not cause for delaying such abatement of an imminent public health hazard. An emergency is defined as a hazard imminently dangerous to the health, safety or welfare of the public.

Section 5. That section 9-35 of the Code of the City of Sunrise, Florida, is hereby amended to read as follows:

Sec. 9-35. Recovery of enforcement costs.

All costs, including investigative costs, court costs, and reasonable attorney's fees and costs, incurred by the city in the enforcement of this article shall be charged to the owner of the property on which the violation occurs, and if not paid within twenty-one ~~thirty~~ (21~~30~~) days of the date of invoice shall become a lien on the property and shall bear interest at the maximum legal rate.

Section 6. That section 9-50 of the Code of the City

of Sunrise, Florida, is hereby amended to read as follows:

Sec. 9-50. Certain ficus nitida and ficus benjamina declared hazardous.

(a) Any Ficus nitida or Ficus benjamina with a DBH of more than six (6) inches located within a horizontal distance to a high value residential structure on a neighboring property equal to the height of the Ficus nitida or Ficus benjamina plus the radius of the root plate, which shall be determined by multiplying the DBH by a factor of six (6), is hereby declared to be a hazard and shall be removed by the property owner. A high value structure shall mean any permanent residential structure located on a single family lot, including, but not limited to, any screened patio.

(b) Property owners shall have ninety (90) days from receiving notice from the city to remove the Ficus. Any property owner receiving a removal notice who believes the Ficus identified in the removal notice does not meet the requirements for removal set forth in this section may appeal the removal order to the director of the community~~planning and~~ development department, or a designee, within ten (10) days from receipt of the notice. The director shall review information pertaining to the width of the tree and its distance from a high value structure and render a decision within five (5) days. The director's determination shall be final. If the order to remove the Ficus is upheld, the appeal shall not toll the time for removal. The director may, in cases of a demonstrated hardship, extend the removal period for an additional sixty (60) days. Any property owner who fails to remove a Ficus after receiving notice shall be in violation of this section of the City Code and subject to code enforcement action by the city, including all penalties provided for in the City Code.

(c) Property owners who remove Ficus nitida or Ficus benjamina that are subject to this section shall be eligible to receive a reimbursement grant from the city for one-half (1/2) the actual, verifiable and reasonable cost of removal up to a maximum grant of five hundred dollars ($500.00) per Ficus, provided budgeted funds are available. Any property owner seeking a reimbursement grant shall apply to the planning and development department prior to removal for confirmation by the department that the Ficus to be removed is

subject to this section.

Section 7. That section 9-51 of the Code of the City of Sunrise, Florida, is hereby amended to read as follows:

Sec. 9-51. Junked or inoperative vehicles.

It is declared unlawful and a public nuisance for any owner of any Motor Vehicle to violate any of the provisions in this Section or for any property owner or occupant to allow a violation of this Section to exist.

(a) *Definitions*

Abandon shall mean to give up or leave without intending to return or claim again any motor vehicle on public property or on private property within the permission of the property owner.

Derelict means any motor vehicle which is a state of evident disuse, neglect or abandonment; is wrecked or partially dismantled having no motor, engine, transmission, or other major parts necessary for operation; has vegetation underneath as high as the body or frame; has refuse or debris collected underneath; is being used solely for storage purposes; does not have all tires inflated; does not display a current valid license tag; or which threatens or endangers public health, safety and welfare.

Motor Vehicle means any motorized vehicle, motorcycle, moped, motorized scooter, bus, trailer, truck, semitrailer, house trailer, road tractor, or truck tractor as defined in section 316.003, Florida Statutes, as may be amended from time to time.

(b)(~~a~~) Abandoned, Derelict, inoperative or junked Motor Vehicle ~~vehicles~~, or any parts thereof, left upon the public streets, alleys or rights-of-way, or upon any private property within the city limits are hereby declared a nuisance to the general public. A Motor V~~v~~ehicle that does not possess a current state license tag and/or is not in running condition, or does not have the equipment required by Chapter 316, Florida Statute, is deemed to be inoperative.

(c)(~~b~~) It shall be unlawful for any owner or person in possession or control of any A~~a~~bandoned, Derelict, inoperative or junked Motor Vehicle ~~vehicle~~, or any parts thereof, to leave same A~~a~~bandoned, Derelict or inoperative upon the public streets, alleys or rights-of-way, or upon any other public property within the city. No person shall Abandon any Motor Vehicle upon any Public Property within the City for a period of time in excess of 24 hours. ~~It shall be unlawful for the owner or person in control of any such property as described herein, or the owner, occupant, tenant, lessee, person in control or person in possession of any real property within the city to permit or suffer the same to be left on any privately owned property unless the same is enclosed within a garage or other authorized structure or unless the same is authorized in conjunction with a business operated pursuant to the laws of the city.~~

(d)(~~c~~) It shall be unlawful for the owner or person in control of any such property as described herein, or the owner, occupant, tenant, lessee, person in control or person in possession of any real property within the city to permit or suffer the same to be left on any privately owned property unless the same is enclosed within a garage or other authorized structure or unless the same is authorized in conjunction with a business operated pursuant to the laws of the City. No person shall Abandon any Motor Vehicle upon any Private Property for a period of time in excess of 10 days.

(e)(~~d~~)This Section shall not apply to a Motor Vehicle in an enclosed garage.

Section 8. That the Code of the City of Sunrise, Florida, is hereby amended by adding sections to be numbered 9-52 and 9-53, which sections read as follows:

Section 9-52. Notice to abate; Abandoned or Derelict Motor Vehicles

(a) Notice for Public Property. Notice of a violation of this Article shall be served by affixing a written notice on the Motor Vehicle.

(b) Content. The notice shall include:

1. Request for removal from any Public Property

within 24 hours.

2. That upon failure to comply with the notice of removal, the Motor Vehicle(s), may be removed by the City with the cost of removal to be levied against the owner of the Motor Vehicle;
3. The process for the right to contest the violation.

Section 9-53. Abatement; Abandoned or Derelict Motor Vehicles

(a) If the Abandoned or Derelict Motor Vehicle is not removed within the time frame specified in the notice, the Code Enforcement Manager may authorize the removal of the Motor Vehicle.

(b) Assessed costs associated with the removal of any Motor Vehicle in violation of this Article shall be levied against the owner of the Motor Vehicle.

Section 9. That section 13.5-1 of the Code of the City of Sunrise, Florida, is hereby amended to read as follows:

Sec. 13.5-1. Definitions.

For the purpose of this chapter, the following terms, phrases, words and their derivations shall have the meanings given herein:

Sanitary condition shall mean that upon the testing of the water in said pool, the amount of excess of residual chlorine in all parts of the pool at all times shall be not less than three-tenths (0.3) parts per million, with the filter running.

Stagnant Water means any accumulation of water which lacks flow; which may be a breeding or feeding place for mosquitoes, rodents, snakes, or other species of insect or animal; which constitutes a habitat for disease bearing organisms; or which is a host for algae and other growth indicative of water that is not disinfected.

Section 10. That section 13.5-6 of the Code of the City of Sunrise, Florida, is hereby amended to read as follows:

Sec. 13.5-6. Sanitary and safety requirements.

All swimming pools, spas, hot tubs or similar structures shall at all times be maintained so as not to constitute a public nuisance. It shall be the duty and responsibility of every person owning, leasing or having any interest, legal or equitable, including but not limited to mortgage-holder, in any property situated in the city upon which is installed, erected or constructed a swimming pool, spa, hot tub or similar structure to maintain said swimming pool, spa, hot tub or similar structure at all times in a sanitary and safe condition, which includes no visible dirt, scum or floating matter. It is declared unlawful and a public nuisance for any owner or occupant of any property in this City to maintain or permit to be maintained any swimming pool, spa hot tub or similar structure in such a manner that the water is stagnant; that the water is not free and clear of pollutants, garbage, solid waste, or debris; or that the bottom~~s~~ of the swimming pool, spa, hot tub or similar structure is not at all times visible to a person standing on its ~~the pool's~~ deck or ~~the swimming pool's~~ edge. All swimming pools, spas, hot tubs or

similar structures shall be thoroughly cleansed at least once each week in a manner and by the use of such disinfectant agents or cleansing materials as may be required by the building department and the water in all such pools shall be completely circulated at least twice each week.

Section 11. Conflict. All ordinances or parts of ordinances, all City Code sections or parts of City Code sections, and all resolutions or parts of resolutions in conflict with this Ordinance are hereby repealed to the extent of such conflict.

Section 12. Severability. Should any provision of this Ordinance be declared by a court of competent jurisdiction to be invalid, the same shall not affect the validity of the ordinance as a whole, or any part thereof, other than the part declared to be invalid.

Section 13. Inclusion in the City Code. It is the intention of the City Commission, and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the Code of the City of Sunrise, Florida.

Section 14. Effective Date. This Ordinance shall be effective immediately upon its passage.

PASSED AND ADOPTED upon this first reading this ____ DAY OF _____, 2010.

PASSED AND ADOPTED upon this second reading this ____ DAY OF _____, 2010.

_____
Mayor Roger B. Wishner

Authentication:

_____
Felicia M. Bravo
City Clerk

FIRST READING		SECOND READING	
MOTION:	_____	MOTION:	_____
SECOND:	_____	SECOND:	_____
ALU:	____	ALU:	____
ROSEN:	____	ROSEN:	____
SCUOTTO:	____	SCUOTTO:	____
SOFIELD:	____	SOFIELD:	____
WISHNER:	____	WISHNER:	____

Approved by the City Attorney
As to Form and Legal Sufficiency. _____
Stuart R. Michelson

AGENDA ITEM REQUEST

Originating Department: Central Services

Item Title: Budget Amendment - FY 2009/2010

Item Number: 11 F

Meeting Date: 1/12/2010

City Reference Number (C#): C10008

Item Description:

An Amendment to Fiscal Year 2009/2010 Budget.

Funding:

Not Applicable

Amount:

Not Applicable

Attachments:
CAO Ordinance

Exhibit A - General Fund (001)

Exhibit B - Capital Projects Fund (325)

Exhibit C - Stormwater Untility-Capital (Fund 444)

Background:

The competition pool located at 10610 West Oakland Park Boulevard was damaged by a contractor who was performing repairs on the pool. Resolution 09-205 passed on December 8, 2009 authorizing the City Attorney to negotiate and enter into professional services agreements with firms to provide assessment of damages and any associated services necessary to support the assessment for the repair of the pool. This budget amendment provides initial funding necessary to begin repairs in order to lessen the impact to residents and aquatic programs affected by the pool's closure. Additionally, the budget amendment re-appropriates prior year funding in the Stormwater Fund to complete the Springtree Canal Embankment Repair project.

Department Head Recommendation:
Approval

Person With Additional Information:
Name: Tariq Riaz, Central Services Director & Laura Toebe, Finance DirectorPhone: 954-746-3215; 954-746-3212

Department Head Name and Title:
Tariq Riaz, Central Services Director

City Manager:
Authorized for agenda placement

SUNRISE, FLORIDA

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF SUNRISE, FLORIDA, AMENDING FISCAL YEAR 2009/2010 BUDGET ORDINANCE NO. 505, TO AMEND THE GENERAL FUND (001), THE CAPITAL IMPROVEMENTS FUND (FUND 325) AND THE STORMWATER UTILITY-CAPITAL FUND (FUND 444), PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF SUNRISE, FLORIDA:

Section 1. Fiscal year 2009/2010 budget Ordinance No. 505, is hereby amended to revise the estimated revenues and requested appropriations for the General Fund (001), the Capital Improvements Fund (Fund 325) and the Stormwater Utility-Capital Fund (Fund 444), as more particularly set forth in the revised budget sheets which are attached to, and made a part of this Ordinance as Exhibits "A" through "C".

Section 2. Conflict. All ordinances or parts of ordinances, all City Code sections or parts of City Code sections, and all resolutions or parts of resolutions in conflict with this Ordinance are hereby repealed to the extent of such conflict.

Section 3. Severability. Should any provision of this Ordinance be declared by a court of competent jurisdiction to

be invalid, the same shall not affect the validity of the ordinance as a whole, or any part thereof, other than the part declared to be invalid.

Section 4. Effective Date. This Ordinance shall be effective immediately upon its passage.

PASSED AND ADOPTED upon this first reading this ____ DAY OF _____, 2010.

PASSED AND ADOPTED upon this second reading this ____ DAY OF _____, 2010.

_____
Mayor Roger B. Wishner

Authentication:

_____
Felicia M. Bravo
City Clerk

FIRST READING		SECOND READING	
MOTION:	_____	MOTION:	_____
SECOND:	_____	SECOND:	_____
ALU:	____	ALU:	____
ROSEN:	____	ROSEN:	____
SCUOTTO:	____	SCUOTTO:	____
SOFIELD:	____	SOFIELD:	____
WISHNER:	____	WISHNER:	____

Approved by the City Attorney
As to Form and Legal Sufficiency. _____
Stuart R. Michelson

		AMENDED FY 2009-2010	REVISION/ CHANGES	AMENDED FY 2009-2010
CITY OF SUNRISE				
ESTIMATED REVENUES GENERAL FUND - CONTINUED				
NON-OPERATING SOURCES				
0000-389.90-10	From Fund Balance	$4,236,412	$275,000	$4,511,412
TOTAL NON-OPERATING SOURCES		**$4,236,412**	**$275,000**	**$4,511,412**
TOTAL REVENUES		**$99,724,890**	**$275,000**	**$99,999,890**

		AMENDED FY 2009-2010	REVISION / CHANGES	AMENDED FY 2009-2010
NON-DEPARTMENTAL - CONTINUED				
OPERATING EXPENSES				
4901-519.83-03	Community Service Award	4,472		4,472
4901-581.91-18	Transfer to Fund 180	0		0
4901-581.91-35	Transfer to Fund 325	0	275,000	275,000
4901-581.91-44	Transfer to Fund 420	1,239,345		1,239,345
4901-581.91-45	Transfer to Fund 430	782,236		782,236
4901-519.99-00	Contingency	530,000		530,000
TOTAL REQUESTED APPROPRIATION		**$6,660,088**	**$275,000**	**$6,935,088**

		AMENDED FY 2009-2010	REVISION/ CHANGES	AMENDED FY 2009-2010
FUND 325 - CAPITAL IMPROVEMENTS				
FUNCTION				
This fund is used to accumulate funds and to account for major capital purchases and projects.				
ESTIMATED REVENUES				
0000-331.50-02	Hazard Mitigation Grant	$182,043		$182,043
0000-334.90-02	FDOT Grant	920,000		920,000
0000-337.70-02	County Challenge Grant Project	500,000		500,000
0000-337.70-03	Broward County School Board	0		0
0000-361.99-99	Interest	615,060		615,060
0000-381.01-00	Transfer From Fund 001	0	275,000	275,000
0000-389.90-10	Transfer From Fund Balance	59,337,963		59,337,963
0000-389.90-17	Transfer From Fund Bal-S99 NRP	629,397		629,397
TOTAL ESTIMATED REVENUES		**$62,184,463**	**$275,000**	**$62,459,463**
OPERATING EXPENSES				
0000-515.31-30	Professional Services	$0		$0
0000-515.34-20	Misc. Contractual Services	0		0
REQUESTED APPROPRIATION		**$0**		**$0**

		AMENDED FY 2009-2010	REVISION/ CHANGES	AMENDED FY 2009-2010
FUND 325 - CAPITAL IMPROVEMENTS - CONTINUED				
CIVIC CENTER POOL IMPROVEMENTS				
6404-572.65-02	Design	$11,244	$25,000	$36,244
6404-572.65-10	Construction	49,294	250,000	299,294
TOTAL CIVIC CENTER POOL IMPROVEMENTS		**$60,538**	**$275,000**	**$335,538**
PLAY AREA SHADE STRUCTURES (Flamingo Park)				
6406-572.65-02	Design	$0		$0
6406-572.65-10	Construction	0		0
TOTAL PLAY AREA SHADE STRUCTURES		**$0**		**$0**
OPEN / GREENSPACE IMPROVEMENTS (New Park Land)				
6407-572.65-02	Design	$501,703		$501,703
6407-572.65-10	Construction	8,711,794		8,711,794
TOTAL OPEN / GREENSPACE IMPROVEMENTS		**$9,213,497**		**$9,213,497**
WESTON ROAD I-75 INTERCHANGE LAND IMPROVEMENT				
6408-541.65-10	Construction	$0		$0
TOTAL WESTON RD I-75 INTRCHNG. LAND IMPVT.		**$0**		**$0**

		AMENDED FY 2009-2010	REVISION/ CHANGES	AMENDED FY 2009-2010
FUND 444 - STORMWATER UTILITY - CAPITAL				
ESTIMATED REVENUES				
0000-331.50-03	DEM-REED Rakes Grant	$116,624		$116,624
0000-389.90-10	From Fund Balance	644,576	130,000	774,576
0000-389.90-13	From R & R Balance	72,000		72,000
TOTAL ESTIMATED REVENUES		**$833,200**	**$130,000**	**$963,200**
CAPITAL OUTLAY				
3502-538.63-13	Culvert Replace & Repair	$7,500		$7,500
3502-538.63-14	Pipe Replace & Repair	4,000		4,000
3502-538.63.16	SW Pump Station R & R	5,000		5,000
3502-538.64-01	Heavy Machinery & Equipment	3,500		3,500
3502-538.64-03	Radio Equipment	1,200		1,200
3502-538.64-05	Motor Vehicles	72,000		72,000
TOTAL CAPITAL OUTLAY		**$93,200**		**$93,200**
PUMP STATION NO. 6				
6310-538.65-02	Design	$0		$0
6310-538.65-10	Construction	0		0
TOTAL PUMP STATION NO. 6		**$0**		**$0**
PUMP STATION NO. 2				
6311-538.65-02	Design	$240,000		$240,000
TOTAL PUMP STATION NO. 2		**$240,000**		**$240,000**

		AMENDED FY 2009-2010	REVISION/ CHANGES	AMENDED FY 2009-2010
FUND 444 - STORMWATER UTILITY - CAPITAL				
BASIN 7 OUTFALL				
6313-538.65-02	Design	$46,000		$46,000
6313-538.65-10	Construction	454,000		454,000
TOTAL BASIN 7 OUTFALL		**$500,000**		**$500,000**
SPRINGTREE DRIVE CANAL REHABILITATION				
6316-538.65-02	Design	$0		$0
6316-538.65-10	Construction	0	130,000	130,000
TOTAL SPRINGTREE DRIVE CANAL REHAB.		**$0**	**$130,000**	**$130,000**
TOTAL REQUESTED APPROPRIATION		**$833,200**	**$130,000**	**$963,200**

CITY OF SUNRISE FLORIDA

AGENDA ITEM REQUEST

Originating Department: City Manager

Item Title: Amendment

Item Number: 11 G

Meeting Date: 1/12/2010

City Reference Number (C#): C09387

Item Description:
Approval of an Ordinance of the The City of Sunrise, Florida, amending Ordinance No. 715-X, as amended; amending Section 2(D) "Insurance Benefits"; amending Section 2 (N) "Retiree Health Insurance"; providing for conflict; providing for severability; and providing for an effective date.

Funding: N/A

Amount: N/A

Attachments:
CAO Ordinance

Background:

Staff recommends that the provisions of 715-X be amended to provide that for management employees hired prior to May 1, 2009, the City's contribution for health insurance will be based on the unblended insurance rate. Additionally, for retired senior managers the health insurance subsidy will be based on the cost of unblended H.M.O. family coverage.

Department Head Recommendation:
Approval

Person With Additional Information:
Name: Richard J. Fischer, Personnel Director Phone: 954-838-4522

Department Head Name and Title:
Richard J. Fischer, Personnel Director

City Manager:
Authorized for agenda placement

SUNRISE, FLORIDA

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF SUNRISE, FLORIDA, AMENDING ORDINANCE NO. 715-X, AS AMENDED; AMENDING SECTION 2(D) "INSURANCE BENEFITS;" AMENDING SECTION 2(N) "RETIREE HEALTH INSURANCE;" PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission wishes to amend certain provisions of Ordinance No. 715-X, as amended, by revising Section 2(D) "Insurance Benefits" as follows;

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

Section 1. Section 2(D)(1) "Insurance" is hereby revised as follows:

D. Insurance. (1) The availability of each of the insurance benefits that are provided in any part of this section D to any particular employee may be limited or contingent upon whether the employee's regular work week schedule meets the providing insurance companies' definition or requirements for full time employment. The City will pay the full cost of health insurance, dental insurance, catastrophic illness insurance and intensive care insurance for the employees and eligible dependents;

~~scored through~~ words are deletions and
underscored words are additions

disability insurance will be provided for the employee only. Once the City establishes an unblended health insurance plan, the City's contribution will be based on the unblended cost for an HMO for single/employee coverage or dependent coverage, but for any employee who selects any plan other than an HMO, the City will contribute only the same dollar amount that it contributes towards the unblended costs of the HMO plans, for the single/employee coverage or dependent coverage for that/those alternative plan(s). Unless otherwise provided below, the City will also pay the full cost of insurance for the employees as indicated below:

* * *

Section 2. **Section 2(N) "Retiree Health Insurance Subsidy" is hereby revised as follows:**

Effective September 28, 1999, all General Executive Management and Supervisory/Professional Employees who retire after September 28, 1999, under the normal retirement or early retirement provisions of the General Employees Retirement Plan shall receive a retiree health insurance subsidy of $200 per month, except that senior managers who retire directly from the City after January 1, 2001, shall instead receive an amount equivalent to

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underscored words are additions

80% of the total cost of the unblended HMO family coverage under the City's health insurance program, which shall commence at the same time the plan member begins to receive normal or early retirement benefits (other than DROP benefits) and shall continue until the plan member reaches age 65. Effective on the adoption date of Ordinance No. 715-X-03-A, upon attaining age 65, General Executive Management and Supervisory/ Professional Employees shall receive seventy-five percent (75%) of the two hundred dollars ($200) per month subsidy, except that senior managers shall receive seventy-five percent (75%) of the benefit received immediately prior to attaining age 65. If a retired employee dies before age 65, the health insurance subsidy shall continue to be paid to the employee's spouse until the employee would have reached age 65. If an employee who is eligible to retire dies while still in the employ of the City, the health insurance subsidy shall be paid to the member's spouse as if the employee had retired and such payments shall continue until the employee would have reached age 65. Also, effective on the adoption date of Ordinance No. 715-X-03-B, a spouse of a senior management employee who is married to the employee at the time of the employee's

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underscored words are additions

retirement shall continue to receive the health insurance subsidy if the employee dies, regardless of the age of the retired employee at the time of death, provided the employee and spouse are still married. Employees covered under this ordinance who are members of the General Employees' Retirement Plan and who retire and separate from the City after May 1, 2009 whose health benefit at retirement is less than the benefit currently being provided to general employees under the applicable collective bargaining agreement for general employees at the time of their separation shall be entitled to the general employee's benefit.

Section 3. Conflict. All ordinances or parts of ordinances, all City Code sections or parts of City Code sections, and all resolutions or parts of resolutions in conflict with this Ordinance are hereby repealed to the extent of such conflict.

Section 4. Severability. Should any provision of this Ordinance be declared by a court of competent jurisdiction to be invalid, the same shall not affect the validity of the ordinance as a whole, or any part thereof, other than the part declared to be invalid.

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underscored words are additions

Section 5. Effective Date. This Ordinance shall be effective upon its passage.

PASSED AND ADOPTED upon this first reading this ____ DAY OF _____, 2010.

PASSED AND ADOPTED upon this second reading this ____ DAY OF _____, 2010.

_____
Mayor Roger B. Wishner

Authentication:

_____
Felicia M. Bravo
City Clerk

FIRST READING		SECOND READING	
MOTION:	_____	MOTION:	_____
SECOND:	_____	SECOND:	_____
ALU:	____	ALU:	____
ROSEN:	____	ROSEN:	____
SCUOTTO:	____	SCUOTTO:	____
SOFIELD:	____	SOFIELD:	____
WISHNER:	____	WISHNER:	____

Approved by the City Attorney
As to Form and Legal Sufficiency. _____
Stuart R. Michelson

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underscored words are additions

CITY OF SUNRISE FLORIDA

AGENDA ITEM REQUEST

Originating Department: City Attorney

Item Title: 715-X Discussion

Item Number: 15 A **Meeting Date:** 1/12/2010

City Reference Number (C#):

Item Description:

Commission discussion and/or action regarding Ordinance 715-X and amendments thereto.

Funding:

N/A

Amount:

N/A

Background:

At the December 8, 2009 meeting, the City Commission directed this item be placed on the January 12, 2010 agenda.

Department Head Recommendation:
Approval

Person With Additional Information:
Name: Richard J. Fischer Phone: (954) 577-1132

Department Head Name and Title:
Richard J. Fischer, Personnel Director

City Manager:
Authorized for agenda placement

AGENDA ITEM REQUEST

Originating Department: City Attorney

Item Title: Letter of Understanding

Item Number: 15 B **Meeting Date:** 1/12/2010

City Reference Number (C#): C10006

Item Description:

A Resolution of the City of Sunrise, Florida, authorizing the Personnel Director to approve a Letter of Understanding with the Fraternal Order of Police, Sunrise Lodge 80A for General Employees; and providing for an effective date.

Funding:

Various Funds - Health Insurance

Amount:

Not-To-Exceed FY 10/11 Budgeted Funds

Attachments:
CAO Resolution

December 8, 2009 Letter of Understanding

Stuart Michelson memorandum

Proposed Letter of Understanding

Background:

On December 8, 2009, the City Commission approved a Letter of Understanding (LOU) with the Fraternal Order of Police, Sunrise Lodge 80A for General Employees (FOPA). That Letter of Understanding memorializes an agreement with the FOPA related to funding contributions for health insurance through September 30, 2010 between the City and the General Bargaining Unit Employees. Through that Letter of Understanding, the City agreed to maintain, through September 30, 2010, the same health insurance rates as currently applicable to rank and file Police and Fire Bargaining Unit Employees. The City Commission further directed the City Attorney to draft a revised Letter of Understanding that would provide the general employees with a reopener if the cost-sharing language established in Article 21, Section 1 of their collective bargaining agreement was not voluntarily instituted through negotiation for all of the City's other collective bargaining agreements. This revised Letter of Understanding would supersede the December 8, 2009 Letter of Understanding.In the process of drafting the Letter of Understanding, several business decisions arose. Those issues are detailed in the December 11, 2009 memorandum attached hereto.The Resolution authorizes the Personnel Director to approve a Letter of Understanding with the Fraternal Order of Police, Sunrise Lodge 80A for General Employees (FOPA), pursuant to Ordinance No. 502, which grants to the Personnel Director the authority to execute a Letter of Understanding with this Bargaining Unit.

Department Head Recommendation:

Person With Additional Information:
Name: Richard J. Fischer Phone: (954) 577-1132

Department Head Name and Title:
Stuart R. Michelson, City Attorney

City Manager:

Authorized for agenda placement

SUNRISE, FLORIDA

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF SUNRISE, FLORIDA; APPROVING A LETTER OF UNDERSTANDING BETWEEN THE CITY AND THE FLORIDA STATE LODGE, FRATERNAL ORDER OF POLICE, SUNRISE LODGE 80A ("FOPA"); AUTHORIZING THE PERSONNEL DIRECTOR TO EXECUTE THE LETTER OF UNDERSTANDING; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City, through Ordinance 502, approved a Collective Bargaining Agreement with The Florida State Lodge, Fraternal Order of Police, Sunrise Lodge 80A ("FOPA") for the City's General Employees which provided for the rates and percentages of payment of employee's health insurance premiums; and

WHEREAS, the City has chosen to establish an unblended insurance plan effective January 2010; and

WHEREAS, a Letter of Understanding was approved by the City Commission on December 8, 2009 related to funding contributions for health insurance through September 30, 2010; and

WHEREAS, this Letter of Understanding between the parties would provide the general employees with a reopener if the cost-sharing language was not voluntarily instituted through negotiation for all of the City's other collective bargaining agreements;

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

Section 1. A Letter of Understanding to amend the terms of the Collective Bargaining Agreement between The Florida State Lodge, Fraternal Order of Police, Sunrise Lodge 80A for General Employees to accept the terms of an unblended health insurance plan, with an option to re-open Article 21 Section 1 of the contract, is hereby approved. A copy of the Letter of Understanding is attached hereto and made a part of this Resolution as Exhibit "A."

Section 2. Pursuant to Ordinance 502, the Personnel Director is authorized to execute the Letter of Understanding.

Section 3. Effective Date. This Resolution shall be effective immediately upon its passage.

PASSED AND ADOPTED THIS _____ DAY OF _____, 2010.

_____
Mayor Roger B. Wishner

Authentication:

_____
Felicia M. Bravo
City Clerk

MOTION: _____
SECOND: _____

ALU: ____
ROSEN: ____
SCUOTTO: ____
SOFIELD: ____
WISHNER: ____

Approved by the City Attorney
as to Form and Legal Sufficiency._____
Stuart R. Michelson

CITY CLERK
CITY OF SUNRISE

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LETTER OF UNDERSTANDING

This Letter of Understanding is entered between the Florida State Lodge, Fraternal Order of Police, Sunrise Lodge 80A ("FOPA") and the City of Sunrise ("City") to memorialize their agreement related to the City's and the bargaining unit employees' contributions for health insurance coverage, through September 30, 2010, as stated herein.

WHEREAS, the FOPA is the certified bargaining representative for City employees in positions that are within the General Employee's bargaining unit, and the City and the FOPA are parties to a Collective Bargaining Agreement ("CBA") that governs the terms and conditions of employment for General Employees.

WHEREAS, through this Letter of Understanding, the City has agreed to maintain, through September 30, 2010, the City's contribution rates, without a cap at the lower HMO rates, so that the City will continue, through September 30, 2010, to contribute 100% of the applicable unblended rate for single coverage for employees in both the HMO and PPO plans, and the City will contribute two-thirds (2/3) of the applicable HMO or PPO unblended rate for employees with dependent coverage.

THEREFORE, the parties hereby agree to the following terms:

1. The parties agree that the above statements are true and correct.

2. The parties agree that when the new unblended health insurance rates become effective in January of 2010, the City will continue, through September 30, 2010, to contribute 100% of the unblended rates for single coverage for employees in both the HMO and PPO plans, and the City will contribute two-thirds (2/3) of the applicable unblended HMO or PPO rate for dependent coverage for employees in both the HMO and PPO plans.

R7

3. Effective the first full pay period following September 30, 2010, the City's contributions toward health insurance shall be based on the unblended HMO rates as set forth in Article 21, Section 1 of the collective bargaining agreement, unless this Letter of Understanding is extended by the mutual agreement of both parties in writing.

4. Questions of interpretation and application of this Agreement shall be made in the sole and exclusive discretion of the Personnel Director.

FOR THE FOPA:

John Puleo,
Fraternal Order of Police
Sunrise Lodge 80A for General Employees

Date: 12-7-09

FOR THE CITY:

Richard J. Fischer,
Personnel Director

Date: 12/8/2009

CITY OF SUNRISE FLORIDA

Memorandum

To: Mayor and City Commissioners

From: Stuart R. Michelson, City Attorney SRM/KAC

Date: December 11, 2009

Re: General Employees – Letter of Understanding

Cc: Bruce J. Moeller, Ph.D., City Manager

Pursuant to your direction at the December 8, 2009 Commission meeting, I have drafted a Letter of Understanding (LOU) with the General Employees regarding a re-opener for the cost sharing language contained in Article 21, Section 1 of the General Employees' Collective Bargaining Agreement for your consideration. If executed by both parties, the draft LOU would supersede the December 8, 2009 Letter of Understanding approved by the Commission.

While the draft LOU is attached for your review, this memo raises additional business decisions that are not addressed in the draft LOU. As you may recall, I had advised you during the Commission meeting that it was a complicated subject. The business issues are identified below:

A) If the Commission were to ratify an agreement with another collective bargaining unit prior to October 1, 2010, the Commission may wish to allow the General Employees the ability to re-open their CBA prior to October 1, 2010. If that is the case, here is some proposed language which would be added into the paragraph 4 for your consideration:

   This re-opener may be exercised before October 1, 2010, in the event a collective bargaining agreement is fully ratified by both the City and another bargaining unit before that date without language similar to the cost sharing language stated in Article 21, Section 1 of the General CBA.

B) Items that are subject to a re-opener may ultimately result in impasse resolution if the parties do not reach agreement. It may be possible to waive the impasse resolution process under Chapter 447. While we are finishing the research on this topic, draft waiver language is proposed below for your consideration:

4. Effective on October 1, 2010, the general employees have the right to re-open Article 21, Section 1 of the CBA to discuss, subject to the limitations regarding the resolution of any such discussions that are stated in this section, the cost sharing language (i.e., the City's contribution rates with a cap at the lower HMO rates) if the cost-sharing language as established in that section has not been voluntarily instituted through negotiation for all of the City's other collective bargaining units. The parties agree, however, that any discussions over possible changes to the current language in Article 21, Section 1, may be resolved only through an agreement that is mutually acceptable to both parties during such discussions, which shall thereafter be subject to ratification by the General Employees' unit members and the City, but the parties also agree that these re-opener discussions shall not be subject to, and the FOPA is expressly waiving any rights to invoke the statutory impasse proceedings under Chapter 447 of Florida Statutes.

C) Finally, your discussions focused on the police and fire rank and file units. However, your instructions to me had language about all collective bargaining agreements. I have included alternative language for paragraph 4 should it be your intent to treat the General Employees the same as the police and fire rank and file units :

4. Effective on October 1, 2010, the general employees have the right to re-open Article 21, Section 1 of the CBA to discuss the cost sharing language (i.e., the City's contribution rates with a cap at the lower HMO rates) if the cost-sharing language as established in that section has not been voluntarily instituted through negotiation for the FOP (police officers and sergeants) and IAFF (rank and file firefighters) bargaining units ~~all of the City's other collective bargaining units~~.

It is my understanding that we will discuss this at the January 12, 2010 Commission meeting. Please feel free to contact me with any questions that you may have.

LETTER OF UNDERSTANDING

This Letter of Understanding is entered between the Florida State Lodge, Fraternal Order of Police, Sunrise Lodge 80A ("FOPA") and the City of Sunrise ("City") to memorialize their agreement related to the City's and the bargaining unit employees' contributions for health insurance coverage, through September 30, 2010, as stated herein.

WHEREAS, the FOPA is the certified bargaining representative for City employees in positions that are within the General Employee's bargaining unit, and the City and the FOPA are parties to a Collective Bargaining Agreement covering the period October 1, 2008 through September 30, 2011 ("CBA") that governs the terms and conditions of employment for General Employees.

WHEREAS, on December 8, 2009 the parties entered into a Letter of Understanding wherein the City agreed to maintain, through September 30, 2010, the City's contribution rates, without a cap at the lower HMO rates, so that the City would continue, through September 30, 2010, to contribute 100% of the applicable unblended rate for single coverage for employees in both the HMO and PPO plans, and the City would contribute two-thirds (2/3) of the applicable HMO or PPO unblended rate for employees with dependent coverage.

WHEREAS, this Letter of Understanding supersedes and replaces the December 8, 2009 Letter of Understanding in its entirety.

THEREFORE, the parties hereby agree to the following terms:

1. The parties agree that the above statements are true and correct.
2. The parties agree that when the new unblended health insurance rates become effective in January of 2010, the City will continue, through September 30, 2010, to contribute 100% of the unblended rates for single coverage for employees in both the HMO and PPO plans, and the City will contribute two-thirds (2/3) of the applicable unblended HMO or PPO rate for dependent coverage for employees in both the HMO and PPO plans.
3. Effective the first full pay period following September 30, 2010, the City's contributions toward health insurance shall be based on the unblended HMO rates as set forth in Article 21, Section 1 of the collective bargaining agreement, unless this

Letter of Understanding is extended by the mutual agreement of both parties in writing.

4. Effective on October 1, 2010, the general employees have the right to re-open Article 21, Section 1 of the CBA to discuss the cost sharing language (i.e., the City's contribution rates with a cap at the lower HMO rates) if the cost-sharing language as established in that section has not been voluntarily instituted through negotiation for all of the City's other collective bargaining units.
5. Questions of interpretation and application of this Agreement shall be made in the sole and exclusive discretion of the Personnel Director.

FOR THE FOPA:

_____

John Puleo,
Fraternal Order of Police
Sunrise Lodge 80A for General Employees

Date: _____

FOR THE CITY:

_____

Richard J. Fischer,
Personnel Director

Date: _____

CITY OF SUNRISE FLORIDA

AGENDA ITEM REQUEST

Originating Department: City Commission

Item Title: Resolution

Item Number: 15 C

Meeting Date: 1/12/2010

City Reference Number (C#): C09403

Item Description:

A Resolution of the City of Sunrise, Florida, urging all members of the Florida legislature to support Senate Bill (SB) 376, which authorizes advertisements and public notices to be posted on publicly accessible websites; directing the City Clerk to transmit a certified copy of this Resolution to the Senate President, the Broward County legislative delegation and any other interested party; and providing an effective date.

Funding: N/A

Amount: N/A

Attachments:
RSC09403 Senate Bill 376 CAO

Background:

The Broward League of Cities is urging the City of Sunrise to adopt this resolution which supports Senate Bill No. 376 authorizing advertisements and public notices to be posted on publicly accessible websites. Such posting would constitute legal notice.

Department Head Recommendation:
Approval

Person With Additional Information:
Name: Lourdes Lawrence Phone: 954-746-3250

Department Head Name and Title:
Lourdes Lawrence, Administrative Aide

City Manager:
Authorized for agenda placement

SUNRISE, FLORIDA

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF SUNRISE, FLORIDA, URGING ALL MEMBERS OF THE FLORIDA LEGISLATURE TO SUPPORT SENATE BILL (SB) 376, WHICH AUTHORIZES ADVERTISEMENTS AND PUBLIC NOTICES TO BE POSTED ON PUBLICLY ACCESSIBLE WEBSITES; DIRECTING THE CITY CLERK TO TRANSMIT A CERTIFIED COPY OF THIS RESOLUTION TO THE SENATE PRESIDENT, THE BROWARD COUNTY LEGISLATIVE DELEGATION AND ANY OTHER INTERESTED PARTY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Broward League of Cities is urging the City of Sunrise to adopt a Resolution in support of Senate Bill (SB) 376 authorizing required advertisements and public notices to be posted on publicly accessible websites, which would constitute legal notice;

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

Section 1. The City of Sunrise hereby adopts a Resolution urging the Florida Legislature to support the passage of Senate Bill (SB) 376 which would authorize the City to use its publicly accessible website for legally required advertisements and public notices.

Section 2.The City Clerk is hereby directed to transmit certified copies of this Resolution to the Senate President, the Broward County Legislative Delegation, and any other interested party.

Section 3. Effective Date. This Resolution shall be effective immediately upon its passage.

PASSED AND ADOPTED THIS _____ DAY OF _____, 2010.

_____
Mayor Roger B. Wishner

Authentication:

_____
Felicia M. Bravo
City Clerk

MOTION: _____
SECOND: _____

ALU: ____
ROSEN: ____
SCUOTTO: ____
SOFIELD: ____
WISHNER: ____

Approved by the City Attorney
as to Form and Legal Sufficiency._____
Stuart R. Michelson