

CITY OF SUNRISE NEIGHBORHOOD PARTICIPATION PROGRAM

PROGRAM DESCRIPTION

The intent of the Neighborhood Participation Program (“Program”) is to encourage neighborhood organizations to identify needs in their respective geographical areas and to propose Eligible Projects that qualify for City resources. The Program will provide funding for construction of approved Eligible Projects.

SECTION 1 PROGRAM APPROACH

The following principles are hereby established for use in administering this Program.

- 1.1 When funds are available, they will be used for Eligible Projects on publicly owned property. An exception will be considered for neighborhood entrance/identification features located on private property immediately adjacent to a public right-of-way provided the neighborhood organization has the ability to execute a License and Maintenance Agreement for the property on which the neighborhood entrance/identification feature will be located.
- 1.2 Neighborhood organizations are defined as organized groups which represent neighborhoods, homeowners associations (HOAs), and groups of neighbors who apply for a specific project. Neighborhood organizations must demonstrate that they are representative of the interests of the neighborhood area, and that they are not simply representing the special interests of a few individuals.
- 1.3 Eligible Projects may be funded primarily by the City, with cost and/or in-kind participation by neighborhood organizations encouraged.
- 1.4 Project management will be primarily administered by the City with neighborhood participation to the extent agreed upon by the City and the specific neighborhood organization.
- 1.5 This Program is intended to fund construction projects only and not to perform maintenance.

SECTION 2 ELIGIBLE PROJECTS

- 2.1 The Program is intended for Eligible Projects such as the following:
 - a. connecting sidewalk installation;
 - b. small drainage improvement projects;
 - c. entrance improvements to reinforce neighborhood identification such as standard City monument or columnar sign and landscaping improvements;
 - d. renovations that improve ADA or Florida Accessibility Code access at neighborhood entrances within the public right of way;
 - e. irrigation installation; and
 - f. lighting associated with entranceways.
- 2.2 The following projects are not Eligible Projects under the Program:
 - a. traffic signals;

- b. street lights;
- c. street paving; and
- d. replacement of existing neighborhood entrance features, identification or lighting where replacement is desired due to inadequate maintenance or care.

SECTION 3 PROJECT SELECTION COMMITTEE

- 3.1 The City will establish a project selection committee consisting of staff members from appropriate City departments based upon project details.

SECTION 4 ELIGIBLE PROJECTS AND APPLICATION REQUIREMENTS

The types of projects proposed and the information supplied as part of the project application shall meet the following requirements:

Eligible Project Requirements:

- 4.1 The project must have a general benefit to an entire neighborhood rather than a benefit to only a limited number of properties.
- 4.2 The project must not significantly increase City maintenance responsibilities as determined by the City.
- 4.3 The funding level should not exceed \$40,000 per project.
- 4.4 The project must not already be included in the City's five-year Capital Improvements Plan.

Application Requirements:

- 4.5 A neighborhood resident must be designated as a representative for each project application. This person will be the primary point of communication with the City.
- 4.6 The quality of the application in terms of completeness and clarity will be a consideration in the selection process. The application must include:
 - a. a detailed project description;
 - b. project cost estimate, if known;
 - c. discussion of relationship to Project Selection Criteria, as appropriate; and
 - d. demonstrated support for the application through letters, petitions, or other means, and signatures of either a minimum of twenty (20) affected neighbors or a majority of affected property owners. A letter of support shall be provided by the neighborhood organization if applicable.

SECTION 5 PROJECT SELECTION CRITERIA

The application criteria set forth in this section shall be used in evaluating projects and allocating funding. Applications for projects will compete directly with all others received for that year. Non-funded applications may re-apply in subsequent future phases of the Program.

- 5.1 *Benefit vs. Cost:* Project costs will be evaluated based upon the number of people

benefitting from the project, and will be ranked accordingly.

- 5.2 *Health and Safety:* Projects related to health,safety and public welfare will be given additional consideration.
- 5.3 *Demonstrated Neighborhood Support:* Support must be demonstrated through signatures from at least twenty (20) affected neighbors or a majority of affected property owners. Projects that demonstrate greater support from the residents and neighborhood organization will be given additional consideration.
- 5.4 *Neighborhood Funds and/or In-kind Contributions:* Neighborhood organizations that make commitments for partial funding or in-kind contributions (e.g., plants, trees, provide power sources for lighting, etc.) will be given additional consideration.
- 5.5 *Maintenance Requirements:*
 - 5.5.1 Projects that will not substantially add to the City's maintenance responsibilities will be given additional consideration.
 - 5.5.2 For any improvements associated with an HOA, the HOA shall be responsible for maintenance regardless of whether the improvements are in the right-of-way or on private property.
 - 5.5.3 For projects where there is no established HOA, the improvements must be in the right-of-way and the improvements will be maintained by the City.
- 5.6 A License and Maintenance Agreement and/or construction agreement is required for each improvement with the HOA (See Exhibit 'A').

SECTION 6 SELECTION PROCESS

The selection process is to occur on a phased cycle in the following sequence:

- 6.1 *Program Publicity:* The Program will be public advertised. At the start of the Program phase, staff will conduct a kick-off meeting to provide information and stimulate ideas for projects. Staff will also be available to meet with neighborhood organizations individually to explain the Program.
- 6.2 Applications received will be reviewed by the project selection committee.
- 6.3 The project selection committee will forward project recommendations to the City Commission. The City Commission may approve, reject or modify the project recommendations and may further approve or reject recommended projects in its public hearing.
- 6.4 The project selection committee will base their evaluation of applications on the following criteria
 - a. Overall project cost
 - b. Aesthetic improvement to public
 - c. Project feasibility

SECTION 7 APPEAL PROCESS

7.1 If an applicant's project is not selected for inclusion into the current cycle, the applicant may appeal the decision of the project selection committee to the Director of Utilities. The applicant shall submit an appeal as follows:

7.1.1 Submit a letter to the Sunrise City Clerk indicating:

- a. Applicant's project name;
- b. Applicant's name;
- c. Applicant's address;
- d. Applicant's phone number;
- e. Applicant's email address; and
- f. In the body of the letter, the applicant must provide a detailed explanation regarding why the project should be included in the current cycle of projects and cannot wait until a future cycle.

SECTION 8 ANNUAL PROGRAM SCHEDULE

The following schedule is approximate and may be revised as needed to allow adequate time to publicize the Program and thoroughly review all applications

Date	Activity
December – February	Program Advertisement
March – April	Application Deadline
May - September	Project Recommendations Tentatively Planned For Submittal to City Commission for Approval

EXHIBIT 'A'

This instrument prepared by:
Kimberly A. Kisslan, City Attorney
City of Sunrise
10770 W. Oakland Park Blvd.
Sunrise, Florida 33351
954-746-3300

LICENSE AND MAINTENANCE AGREEMENT

This License and Maintenance Agreement (“Agreement”) is made this ____ day of _____ 20__, by **NAME OF HOA**, a Florida corporation, whose business address is **Address of Corporation**, and granted to the **CITY OF SUNRISE, FLORIDA**, a municipal corporation of the state of Florida, whose business address is 10770 West Oakland Park Boulevard, Sunrise, Florida 33351.

WHEREAS, **NAME OF HOA**, a Florida corporation (“Association”), is the duly constituted homeowners’ association with common areas (“Real Property”) for a residential community located in the City of Sunrise, County of Broward, State of Florida; and

WHEREAS, the CITY OF SUNRISE (“City”) has approved the Association for community improvements under the Neighborhood Participation Program, which funding was approved under City of Sunrise Resolution No. _____ (“Project”); and

WHEREAS, the City wishes to design, demolish, construct, and install improvements for the community entrance area located at **address or description of location of improvements** (“Licensed Area”) as shown on the construction drawings prepared for the City by **Name of Design Consultant**, et al. (“Project Drawings”). The scope of work to be performed is shown on the Project Drawings (Exhibit 1); and

WHEREAS, the Association wishes to grant a License to the City in order that the City may construct site improvements upon the Licensed Area as set forth below;

NOW, THEREFORE, in consideration of the sum of Ten and no/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Recitals. The above recitals are incorporated as if restated below.
2. Design and Construct Improvements. Association hereby grants to City, its agents, employees, contractors, and assigns, the non-exclusive right, license, and privilege to design the Project, and construct and install entrance area improvements including **describe improvements** in, on, over, under, and through the Licensed Area in accordance with the Project Drawings or as deemed necessary to complete the Project, in City’s sole discretion. City shall design and construct the improvements as shown in the Project Drawings, in accordance with the approved funding for the Project.

Association also hereby grants to City, its agents, employees, contractors, and assigns the right, license, and privilege of access to Association's Real Property in, on, over, under, and through the Association's Real Property for purposes of ingress and egress to the Licensed Area for the above purposes. The Association grants to the City the right to remove landscaping and other obstructions in the Licensed Area, and the right to revise the Project Drawings as City deems necessary and in City's sole discretion for the purposes granted in this Agreement.

Upon completion, City shall convey the improvements to Association by Bill of Sale.

3. Maintenance. Association agrees that this Agreement in no way obligates City to maintain Association's Real Property, including the improvements made by City to the Licensed Area. Association shall continue to be obligated to maintain the improvements as a property owner in the City in accordance with the Sunrise Code of Ordinances.

4. Indemnification. To the fullest extent permitted by law, the Association agrees to indemnify, defend and hold harmless the City of Sunrise, its officers, agents, volunteers, and employees from and against all claims, damages, losses, and expenses, including but not limited to attorneys' fees, court costs, or other alternative dispute resolution costs arising out of or resulting from the performance of services under this Agreement (1) provided that any such claims, damages, losses or expenses are attributable to bodily injury, sickness, disease, death, or personal injury, or property damage, and (2) are caused in whole or in part by the negligent acts, errors, or omissions of the Association, Association's subcontractor(s), or anyone directly or indirectly employed or hired by Association or anyone for whose acts Association may be liable, REGARDLESS OF WHETHER OR NOT CAUSED IN PART BY CITY OF SUNRISE, ITS OFFICERS, AGENTS, CONTRACTORS, VOLUNTEERS, OR EMPLOYEES. The City reserves the right, but not the obligation, to participate in the defense without relieving Association of any obligation hereunder. Association agrees this indemnity obligation shall survive the completion or termination of the Agreement.

5. Term. The term of this Agreement will commence upon its execution and continue for a period of two (2) years and, thereafter, and will automatically renew for additional one (1) year terms until construction of the improvements is complete.

6. Additional Provisions.

- A) No modification, amendment or alteration of the terms or conditions contained in this Agreement will be effective unless contained in a written document executed by the parties hereto, with the same formality and of equal dignity of this instrument.
- B) The rights under this Agreement are not assignable, unless otherwise agreed to in writing by both parties.

- C) Failure of either party to insist upon strict performance of any covenant or condition of this Agreement, or to exercise any right herein contained, will not be construed as a waiver or relinquishment for the future of any such covenant, condition or right; but the same will remain in full force and effect. None of the conditions, covenants or provisions of this Agreement will be waived or modified except by the parties in writing.
- D) Whenever either party desires to give notice to the other, such notice must be in writing, (unless an emergency exists as stated in this document) sent by certified United States mail, postage prepaid, return receipt requested, by overnight mail, or by hand delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice will remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the parties designate the following:

FOR CITY:

City of Sunrise
Utilities Director
777 Sawgrass Corporate Parkway
Sunrise, Florida 33325

with a copy to:

City Attorney
City of Sunrise
10770 West Oakland Park Blvd.
Sunrise, Florida 33351

FOR ASSOCIATION:

Name of HOA
Address of HOA
City, Florida XXXXX

- E) Neither Association nor City intends to directly or substantially benefit a third party by this License Agreement. Therefore, the parties agree that there are no third party beneficiaries to this Agreement and that no third party is entitled to assert a claim against either of them based upon this Agreement. The parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under this Agreement.

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EXHIBIT 'A'

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement by the City, through its Commissioners, signing by and through its Mayor, who is duly authorized to execute same by Commission action on the ___ day of _____ 20___, and by **Name of HOA**, with the proper authority granted by its President, this ___ day of _____ 20__.

CITY OF SUNRISE
a Florida Municipal Corporation.

By: _____
Michael J. Ryan, Mayor
Sunrise Resolution No. _____

ATTEST:

Felicia M. Bravo, CMC, City Clerk

Approved as to form and legal sufficiency
by Office of the City Attorney
for the City of Sunrise, Florida

Kimberly A. Kisslan, City Attorney

STATE OF FLORIDA,
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this ___ day of _____ 20 ___, by Michael J. Ryan, who is the Mayor of the City of Sunrise, a Florida municipal corporation, who is personally known to me, and who did/did not take an oath.

My Commission Expires:

Notary Public

EXHIBIT 'A'

ASSOCIATION:

NAME OF HOA

NAME OF HOA (CONT. IF NEEDED)

By: _____

Print Name: _____, President

Witnesses:

Print Name: _____

Print Name: _____

STATE OF FLORIDA,
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this ___ day of _____ 20 ___, by _____, President of **Name of HOA**, a Florida corporation, who is personally known to me or provided _____ as identification, and who did/did not take an oath.

My Commission Expires:

NOTARY PUBLIC

Print Name: _____