

3. Affordable Housing Units Offered For Sale. In the event of a Conversion, Declarant hereby declares all Affordable Housing Units offered for sale shall be purchased in accordance with the following:

- a. All Affordable Housing Units constructed on the Property shall be used solely as each owner's principal residence and shall be used solely for residential purposes. No Affordable Housing Unit may be used for any non-residential purpose, other than home-based businesses when permitted by applicable law; and
- b. All Affordable Housing Units shall be purchased solely by persons who meet the following criteria at the time of purchase of an Affordable Housing Unit. "Purchased" shall be defined to mean by sale, inheritance, court order, or other legal method of transfer or acquisition.

- 1) One or more natural persons or a family, the total annual adjusted gross household income of which does not exceed 120 percent of the median annual adjusted gross income for Broward County, adjusted for family size, shall occupy said Affordable Housing Unit. Said limits to be published annually by Broward County or other appropriate governmental entity designated by Broward County. For the purposes of this provision, the term "adjusted gross income" shall mean all wages, assets, regular cash or noncash contributions or gifts from persons outside the household and such other resources and benefits as may be determined to be income by the United States Department of Housing and Urban Development, adjusted for family size, less deductions allowable under section 62 of the Internal Revenue Code. For the purposes of this provision, the term "adjusted for family size" means adjusted in a manner which results in an income eligibility level which is lower for households with fewer than four people, or higher for households with more than four people, based upon a formula as established by the United States Department of Housing and Urban Development; and
- 2) The purchaser of the Affordable Housing Unit shall have monthly mortgage payments (including taxes and insurance) that do not

exceed thirty (30) percent of their monthly adjusted gross income;
and

- 3) Excluding government subsidies, the down payment, if any, for the purchase of the Property must not exceed twenty (20) percent of the purchase price; and
- 4) During the term of this Declaration, as defined herein, every deed of sale or equivalent document transferring title to the Affordable Housing Unit shall include a restriction stating as follows:

This property is to be sold and occupied as an "Affordable Housing Unit," in accordance with the Declaration of Restrictive Covenants recorded in the Official Records of Broward County at Instrument No. _____

- 5) Prior to any transfer of title or closing on a purchase of an Affordable Housing Unit, each purchaser shall cause to be provided to the City and the County written certification that the criteria in (b) 1), 2), and 3) above have been satisfied.

- (c) At the time of sale of any Affordable Housing Unit, Declarant shall record a Notice of Designation of Affordable Housing Unit (an "Affordable Housing Notice") corresponding to the sale, the form of which Affordable Housing Notice is set forth on "Exhibit B" attached hereto and incorporated herein.

4. Affordable Housing Units Offered For Rent. Declarant hereby declares all Affordable Housing Units offered for rent shall be rented in accordance with the following:

- (a) All Affordable Housing Units constructed on the Property shall be used solely as each renter's principal residence and shall be used solely for residential purposes. No Affordable Housing Unit may be used for any non-residential purpose, other than home-based businesses when permitted by applicable law; and
- (b) All Affordable Housing Units shall be rented solely by persons who meet the following criteria at the time of lease:

- 1) One or more natural persons or a family, the total annual adjusted gross household income of which does not exceed 120 percent of the median annual adjusted gross income for Broward County, adjusted for family size, shall occupy said Affordable Housing Unit. Said limits to be published annually by Broward County or other appropriate governmental entity designated by Broward County. For the purposes of this provision, the term "adjusted gross income" shall mean all wages, assets, regular cash or noncash contributions or gifts from persons outside the household and such other resources and benefits as may be determined to be income by the United States Department of Housing and Urban Development, adjusted for family size, less deductions allowable under section 62 of the Internal Revenue Code. For the purposes of this provision, the term "adjusted for family size" means adjusted in a manner which results in an income eligibility level which is lower for households with fewer than four people, or higher for households with more than four people, based upon a formula as established by the United States Department of Housing and Urban Development; and
- 2) The renter of an Affordable Housing Unit shall have monthly rental payments (including taxes and insurance) that do not exceed thirty (30) percent of their monthly adjusted gross income.

(c) On an annual basis, beginning no later than 12 months after the Effective Date of this Declaration, the owner of an Affordable Housing Unit offered for rent shall (through owner or owner's property manager or other owner representative) cause to be provided to both the City of Sunrise Finance & Administrative Services Department Grants Division and copied to City of Sunrise Community Development Department and the County written certification that the criteria in 4(b) has been satisfied. If the gross income of an existing qualified renter increases above the allowed amount, then the tenant shall be allowed up to an additional year in the unit, to allow for the tenant to locate alternative housing.

5. Amendments. Except as otherwise provided herein, this Declaration shall not be modified, amended, or released as to any portion of the Property except by written instrument, executed by the then owner or owners(s) of the portion of the Property affected by such modification, amendment, or release and approved in writing by the County and City. The appropriate governmental authority of the County and City shall execute a written instrument effectuating and acknowledging such modification, amendment, or release. Any amendment, modification or release of

this Declaration shall be recorded in the Public Records of Broward County, Florida, at the then owner's sole expense. No amendment to this Declaration shall be necessary in the event of a Conversion (as may occur from time to time).

6. Recordation and Effective Date.

- (a) This Declaration shall not become effective ("Effective Date") until the later of (i) Final Approval and (ii) recordation amongst the Public Records of Broward County, Florida. As used herein, "Final Approval" shall mean final approval and adoption of the City plan amendment application and the County plan amendment application, and the expiration of any appeal periods applicable thereto without an appeal having been taken or, if taken, when finally dismissed with no further appeal permitted.
- (b) Once recorded, this Declaration shall run with the Property for the sole benefit of the City and the County and does not operate as a restriction in favor of any Property owner and shall bind all successors and assigns to the title of the Property.
- (c) From and after such time as any Affordable Housing Unit is conveyed by Declarant to a third-party purchaser, following a Conversion, Declarant shall have no further obligations under this Declaration with respect to that particular Affordable Housing Unit and such third-party purchaser shall be obligated to comply with all of the provisions of this Declaration with respect to said Affordable Housing Unit.

7. Severability. If any court of competent jurisdiction shall declare any section, paragraph, or part of this Declaration invalid or unenforceable, then such judgment or decree shall have no effect on the enforcement or validity of any other section, paragraph, or part hereof, and the same shall remain in full force and effect. The agreed upon venue shall be Broward County, Florida.

8. Captions, Headings and Titles. Articles and paragraph captions, headings and titles inserted throughout this Declaration are intended as a matter of convenience only and in no way shall such captions, headings or titles define, limit or in any way affect the subject matter or any of the terms and provisions thereunder or the terms and provisions of this Declaration.

9. Context. Whenever the context requires or admits, any pronoun used herein may be deemed to mean the corresponding masculine, feminine or neuter form thereof, and the singular form of any nouns or pronouns herein may be deemed to mean the corresponding plural form thereof and vice versa.

10. Term. Release and Termination. The restrictions, covenants, rights, and privileges granted, made, and conveyed herein ("Affordable Housing Restrictions") shall be valid for

a period of thirty (30) years from the Effective Date ("Term"); thereafter the Affordable Housing Restrictions shall be of no further force and effect and shall automatically terminate without the consent of the City or the County, or the necessity to record any document in the Public Records of Broward County, Florida.

11. Remedies for Violation. In the event the Declarant, its successors, or assigns, violate any of the covenants and restrictions contained herein, Declarant hereby acknowledges and agrees that the City and/ or County may withhold further permits and approvals with respect to the Property, provided the City and/or County first provides Declarant with written notice and thirty (30) day opportunity to cure the violation. The City and/or County's option to withhold further permits and approvals with respect to the Property shall not be exercised if within the thirty (30) day notice period: (i) the violation is cured by Declarant; or (ii) the violation cannot reasonably be cured within that time period but the Declarant begins to cure such violation within such time period and thereafter diligently pursues such cure to completion, with such diligence period not to exceed one hundred and twenty (120) days from the date of the notice of violation. The City and County are the beneficiaries of these covenants and restrictions, and as such, the City and County may enforce these covenants and restrictions by action at law or in equity, including, without limitation, a decree of specific performance or mandatory or prohibitory injunction, against any person or persons, entity, or entities, violating or attempting to violate the terms of these covenants and restrictions.
12. Waiver. Any failure of the City or the County to enforce these restrictive covenants shall not be deemed a waiver of the right to do so thereafter. This document shall be construed in accordance with the laws of Florida and venue shall be Broward County, Florida.

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DECLARATION OF COVENANTS AND RESTRICTIONS

IN WITNESS WHEREOF, Project Owner has executed this Declaration as of the day and year first written above.

WITNESSES:

PROJECT OWNER

(Signature)
Print name:
Print address:

By: _____
Print Name:
Title:
Print Address:

(Signature)
Print name:
Print address:

ACKNOWLEDGMENT

STATE OF FLORIDA)
_____) SS
COUNTY OF BROWARD)

The foregoing was acknowledged before me by means of (check one) ☐ physical presence or ☐ online notarization this _____ day of _____, 20____, by _____, as _____ of _____. He/She is ☐ personally known to me or ☐ has produced a valid _____ identification.

(Seal) _____

(Signature)
Printed Name:
Notary Title/Rank:
Notary Serial Number, if any: _____

APPENDIX VI

FIRST AMENDMENT LICENSE AGREEMENT BETWEEN BROWARD
COUNTY AND ARENA OPERATOR COMPANY, LTD., dated April 26, 2022
(Park & Ride Bus Lot) and LICENSE AGREEMENT, dated January 31, 2012
(Park & Ride Bus Lot)



**FIRST AMENDMENT TO LICENSE AGREEMENT BETWEEN BROWARD
COUNTY AND ARENA OPERATING COMPANY, LTD.**

This First Amendment ("First Amendment") to the Agreement (as defined below) is made and entered into by and between Broward County, a political subdivision of the State of Florida ("Licensee"), and Arena Operating Company, Ltd., a Florida Limited Partnership ("Licensor") (collectively, Licensee and Licensor are the "Parties").

RECITALS

- A. On January 31, 2012 (Board Agenda Item No. 9), the Broward County Board of County Commissioners approved the License Agreement Between Broward County and Arena Operating Company, Ltd. ("Agreement") for use of three hundred forty two (342) parking spaces located at One Panther Parkway, Sunrise, Florida 33323 ("Property") for certain transit purposes.
- B. On January 31, 2012, the Parties entered into the Agreement for a ten (10) year term, which expired on January 31, 2022.
- C. The Parties now desire to enter into this First Amendment to reinstate the Agreement and extend the term of the Agreement.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to the following:

- 1. The above recitals are true and correct and are incorporated herein by reference. All capitalized terms not expressly defined within this First Amendment shall retain the meaning ascribed to such terms in the Agreement.
- 2. Amendments made to the Agreement by this First Amendment are indicated by use of strikethroughs to indicate deletions and underlining to indicate additions, unless otherwise indicated.
- 3. This First Amendment shall be effective retroactive to February 1, 2022 ("Effective Date") and Agreement is reinstated as of the Effective Date.
- 4. Section 2 of the Agreement shall be amended as follows:

The term of this Agreement shall commence on the date it is fully executed by both parties ("Term Commencement Date") and shall terminate ~~ten (10)~~ fifteen (15) years from such date ("Initial Term"). LICENSEE shall have the option to renew the Agreement for up to five (5) successive one (1) year terms ("Renewal Term(s)) upon the same terms and conditions of this Agreement. Each Renewal Term option shall be exercised by LICENSEE, acting through its County Administrator.

sending written notice to LICENSOR at least sixty (60) days before the expiration of the then-current term. The Initial Term and any Renewal Term are collectively referred to in this Agreement as the "Term." Notwithstanding the foregoing, the parties may terminate this Agreement as provided ~~for under~~ in Section 11, "TERMINATION."

5. Section 11 of the Agreement shall be amended as follows:

This Agreement is merely a right to use, and grants no estate in the Premises. This Agreement may be terminated for convenience by LICENSEE acting through its ~~Director of Real Property Section County Administrator~~ at any time with not less than ninety (90) days written notice. LICENSEE may terminate this Agreement for convenience with not less than ninety (90) days written notice at any time. The parties acknowledge and agree that it has received good, valuable, and sufficient consideration from the other party, the receipt and adequacy of which are hereby acknowledged, for its right to terminate this Agreement for convenience. If for any reason the Operating Agreement is terminated prior to the expiration of the Term, this Agreement shall automatically terminate on the effective date of the termination of the Operating Agreement.

6. This First Amendment may be executed in multiple originals, and may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same amendment.
7. Preparation of this First Amendment has been a joint effort of the Parties and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than the other.
8. Except as modified in this First Amendment, all terms and conditions of the Agreement shall remain in full force and effect. If any conflict or ambiguity exists between this First Amendment and the Agreement, the Parties agree that this First Amendment shall control.
9. This First Amendment incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein, and the Parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this First Amendment that are not contained in the Agreement and this First Amendment.
10. Licensor represents and warrants that this First Amendment constitutes the legal, valid, binding, and enforceable obligation of Licensor, and that neither the execution nor performance of this First Amendment constitutes a breach of any agreement that Licensor has with any third party or violates any law, rule, regulation, or duty arising in law or equity applicable to Licensor. Licensor further represents and warrants that execution of this First Amendment is within Licensor's legal powers, and each individual executing this First Amendment on behalf of Licensor is duly

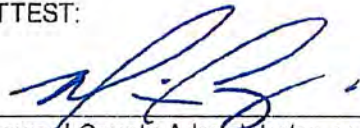
authorized by all necessary and appropriate action to do so on behalf of Licensor and does so with full legal authority.

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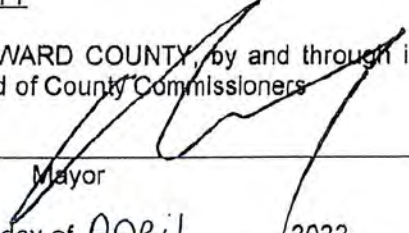
IN WITNESS WHEREOF, the Parties hereto have made and executed this First Amendment: Broward County, signing by and through its Board of County Commissioners, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the 26 day of April, 2022 (Board Agenda Item No. 38), and Arena Operating Company, Ltd., signing by and through its _____, duly authorized to execute same.

COUNTY

ATTEST:


Broward County Administrator, as
ex officio Clerk of the Broward County
Board of County Commissioners

BROWARD COUNTY, by and through its
Board of County Commissioners

By: 
Mayor
26 day of April, 2022



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

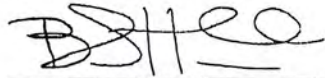
By: Annika E. Ashton Digitally signed by Annika E. Ashton
Date: 2022.03.18 15:47:43 -04'00'
Annika E. Ashton (Date)
Deputy County Attorney

AEA/sr
First Amendment – Arena Operating Company, Ltd.
03/03/2022
#601787

**FIRST AMENDMENT TO AGREEMENT OF LEASE AND SERVICES BETWEEN
BROWARD COUNTY AND ARENA OPERATING COMPANY, LTD.**

LICENSOR

WITNESSES:



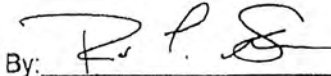
Signature

BRUCE HELWEG, EVP

Print Name


Signature
Shannon O'Sullivan
Print Name

ARENA OPERATING COMPANY, LTD., a
Florida limited partnership

By: 

ROB STEVENSON, SUP/AM SEC FACILITIES

14th day of MARCH, 2022

APPENDIX VII

AGREEMENT FOR LOCAL FUNDING OF THE SAWGRASS EXPRESSWAY
PAT SALERNO DRIVE INTERLOCAL AGREEMENT, DATED December 14,
2021, and DRAFT – FIRST AMENDMENT TO THE AGREEMENT BETWEEN
BROWARD COUNTY AND THE CITY OF SUNRISE FOR LOCAL FUNDING OF
THE SAWGRASS EXPRESSWAY PAT SALERNO DRIVE INTERCHANGE

and

FIRST AMENDMENT TO THE AGREEMENT FOR LOCAL FUNDING OF THE
SAWGRASS EXPRESSWAY PAT SALERNO DRIVE INTERCHANGE BETWEEN
BROWARD COUNTY AND THE CITY OF SUNRISE

**AGREEMENT FOR LOCAL FUNDING OF THE
SAWGRASS EXPRESSWAY PAT SALERNO DRIVE INTERCHANGE**

This Agreement for Local Funding of the Sawgrass Expressway Pat Salerno Drive Interchange ("Agreement") is entered into by Broward County, a political subdivision of the State of Florida (the "County"), and the City of Sunrise, a Florida municipal corporation ("City") (collectively, the County and City are referred to as the "Parties").

RECITALS

A. The Florida Department of Transportation ("FDOT") has adopted a work program which includes a project to widen and improve State Road 869, the Sawgrass Expressway, in Broward County, Florida, from south of Sunrise Boulevard to Atlantic Boulevard, as described in the Department's Five-Year Adopted Work Program as Financial Project Number (FPN) 437155-1 ("Project").

B. A partial interchange currently exists within the Project limits at Pat Salerno Drive, an arterial roadway under the jurisdiction of the City, and State Road 869, with ramps accommodating traffic movements to and from the south.

C. The County and the City have asked FDOT to consider design and construction of a fully directional interchange at Pat Salerno Drive and the Sawgrass Expressway, with ramps accommodating traffic movements both to and from the south and to and from the north ("Full Interchange") as part of the overall Project.

D. FDOT has estimated that the design and construction costs for the Full Interchange are \$65,418,194, and has programmed \$45,418,194 in FDOT funding, or approximately seventy percent (70%), of the estimated design and construction costs of the Full Interchange. In addition, FDOT has estimated the costs for right-of-way and land for drainage acquisition, wetland and conservation mitigation, and contingencies to be up to \$12,200,000. FDOT has indicated its willingness to include the Full Interchange in the Project, contingent upon certain financial contributions by the County and City related to the design, construction, acquisition of land for right-of-way and drainage, and wetland and conservation mitigation that will allow for the construction of the Full Interchange ("Local Funding").

E. The County is willing to make the financial contribution required by FDOT for the Full Interchange, contingent upon the City contributing to Local Funding as provided in this Agreement.

F. As provided in City Resolution 19-51-21-A, attached as Exhibit A, City is willing to contribute certain property to support the Project.

G. The City and County wish to enter into this Agreement to allocate how the Parties will share the costs of the Local Funding.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE 1. DEFINITIONS

The following terms, as used herein, shall have the following meanings:

- 1.1. Board means the Board of County Commissioners of Broward County, Florida.
- 1.2. County Administrator means the administrative head of the County appointed by the Board.
- 1.3. Effective Date shall be the date on which this Agreement is executed by the last of the Parties executing this Agreement.

ARTICLE 2. LOCAL FUNDING OBLIGATIONS

2.1 City Contribution. No later than March 31, 2023, City shall acquire and transfer to FDOT, or cause FDOT to acquire directly, at no cost to the FDOT or the County, seven (7) parcels on the west side of the Sawgrass Expressway ("Retention Parcels"), as more particularly described in Exhibit B, attached hereto and incorporated herein, to be used for drainage or other purposes determined by FDOT related to the drainage necessary for the construction of the Full Interchange. City shall be responsible for all costs related to the acquisition and transfer of the Retention Parcels. City shall not use any federal funds for costs of the acquisition or transfer of the Retention Parcels.

2.2 Retention Parcel Acquisition Costs. If City does not acquire and convey the Retention Parcels as provided in Section 2.1 of this Agreement, City shall be responsible for any and all costs incurred by FDOT or the Florida Turnpike Enterprise related to the acquisition of the Retention Parcels, including, if required, any costs related to the condemnation of the Retention Parcels ("Acquisition Costs"). No later than thirty (30) days after an invoice is provided to the City for any Acquisition Costs, City shall remit payment for the full amount of the Acquisition Costs to the County, or, if so indicated in the invoice, directly to FDOT or the Florida Turnpike enterprise. City shall not use any federal funds to pay any Acquisition Costs.

2.3 County Local Funding. County hereby agrees to provide the Local Funding required by FDOT for the Full Interchange. The County's Local Funding obligation shall be as follows: (i) Twenty Million (\$20,000,000) dollars for the design and construction of the Full Interchange, of which Three Million (\$3,000,000) dollars has previously been paid by the County to FDOT; (ii) all the costs for acquisition for right-of-way and drainage, except for the acquisition of the Retention Parcels; (iii) all costs for mitigation of loss of wetlands and conservation property needed for the construction of the Full Interchange ("Local Funding Commitment"). County shall enter into an agreement with FDOT wherein County will agree to provide the Local Funding Commitment to allow for the construction of the Full Interchange.

ARTICLE 3. MISCELLANEOUS

3.1. Prior Agreements. This Agreement represents the final and complete understanding of the Parties regarding the subject matter hereof and supersedes all prior and contemporaneous negotiations and discussions regarding the subject matter. There is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document.

3.2. Amendments. No modification, amendment, or alteration in the terms or conditions contained in this Agreement will be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by duly authorized representatives of County and the City. Provided, however, that County Administrator is authorized to execute amendments extending the deadline for acquisition or transfer of the Retention Parcels.

3.3. Governmental Immunity. Except to the extent sovereign immunity may be deemed waived by entering into this Agreement, nothing in this Agreement is intended to serve as a waiver of sovereign immunity by any Party nor shall anything included herein be construed as consent by either Party to be sued by third parties in any matter arising out of this Agreement or any other contract. Each Party is a state agency, or political subdivision as defined in Section 768.28, Florida Statutes, and shall be fully responsible for the acts and omissions of its agents or employees to the extent permitted by law.

3.4. Law, Jurisdiction, and Waiver of Jury Trial. This Agreement shall be interpreted and construed in accordance with, and governed by, the laws of the State of Florida. The Parties agree that the exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the Parties agree that the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **BY ENTERING INTO THIS AGREEMENT, THE PARTIES HEREBY EXPRESSLY WAIVE ANY RIGHTS THE PARTIES MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.**

3.5. Third-Party Beneficiaries. Neither the City nor the County intends to directly or substantially benefit a third party by this Agreement. Therefore, the Parties acknowledge that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement.

3.6. Assignment. Neither this Agreement nor any interest herein shall be assigned, transferred, or encumbered without the prior written consent of the other Party. Any purported assignment, transfer, subcontract, or encumbrance in violation of this section will be void.

3.7. Notices. In order for a notice to a Party to be effective under this Agreement, notice must be sent via U.S. first-class mail, with a contemporaneous copy via e-mail, to the addresses listed

below and shall be effective upon mailing. The addresses for notice shall remain as set forth herein unless and until changed by providing notice of such change.

NOTICE TO COUNTY:

Broward County Administrator
Attn: Bertha Henry
115 S. Andrews Ave., Suite 409
Fort Lauderdale, Florida 33301
E-mail address: bhenry@broward.org (with copy to ameyers@broward.org)

NOTICE TO CITY

City Manager
Attn: Mark Lubelski
10770 West Oakland Park Boulevard
Sunrise, FL 33351
Email Address: CityManager@sunrisefl.gov

3.1. Joint Preparation. This Agreement has been jointly prepared by the Parties hereto, and shall not be construed more strictly against any Party.

3.2. Headings and Interpretation. The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement. The singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein," "hereof," "hereunder," and "hereinafter" refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Any reference to days shall be deemed to refer to calendar days unless otherwise expressly stated.

3.3. Incorporation by Reference. Any and all Recital clauses stated above are true and correct and are incorporated herein by reference.

3.4. Materiality and Waiver of Breach. Each requirement, duty, and obligation set forth in this Agreement was bargained for at arm's-length and is agreed to by the Parties. Each requirement, duty, and obligation set forth in this Agreement is substantial and important to the formation of this Agreement, and each is, therefore, a material term of this Agreement. A Party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement. To be effective, any waiver must be in writing signed by an authorized signatory of the Party granting the waiver.

3.5. Severability. In the event any part of this Agreement is found to be unenforceable by any court of competent jurisdiction or due to statutory modification, that part shall be deemed severed from this Agreement and the balance of this Agreement shall remain in full force and effect. The Parties shall promptly meet and confer to negotiate mutually agreeable language to reform for the impacted provision.

3.6. Sovereign Immunity. Except to the extent sovereign immunity may be deemed waived by entering into this Agreement, nothing in this Agreement is intended to serve as a waiver of sovereign immunity by the County or the City to the extent sovereign immunity may be applicable.

3.7. Counterparts. This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

(The remainder of this page is intentionally left blank.)

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement: BROWARD COUNTY, signing by and through its County Administrator, authorized to execute same by Board action on the 14th day of December, 2021, and THE CITY OF SUNRISE, signing by and through its Mayor, duly authorized to execute same.

COUNTY

WITNESS:

Tamara Brannon
(Signature)

TAMARA BRANNON

(Print Name of Witness)

Christina Daly
(Signature)

Christina Daly

(Print Name of Witness)



AEA
11/19/2021
County Sunrise Pat Salerno Funding Agreement
593856v3

BROWARD COUNTY, by and through
its County Administrator

By Monica Cepero
County Administrator
23rd day of February, 2022

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

By Annika E. Ashton Digitally signed by Annika E. Ashton
Annika E. Ashton (Date)
Deputy County Attorney

AGREEMENT FOR LOCAL FUNDING OF THE
SAWGRASS EXPRESSWAY PAT SALERNO DRIVE INTERCHANGE
BETWEEN BROWARD COUNTY AND THE CITY OF SUNRISE

CITY

CITY OF SUNRISE

ATTEST:


CITY CLERK Felicia M. Bravo, City Clerk
CITY MAYOR Michael Ryan
Print Name
25 day of Jan, 2022

I HEREBY CERTIFY that I have approved
This AGREEMENT as to form and legal
Sufficiency subject to execution by the parties:

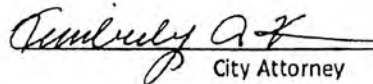

City Attorney

Exhibit A

City Resolution 19-51-21-A

CITY CLERK
CITY OF SUNRISE
JAN 10 AM 9:47

SUNRISE, FLORIDA

RESOLUTION NO. 19-51-21-A

A RESOLUTION OF THE CITY OF SUNRISE, FLORIDA, AMENDING SECTION 1 OF RESOLUTION 19-51-19-A WHICH CLARIFIED RESOLUTION NO. 19-51 AND AUTHORIZED THE CITY MANAGER TO MAKE CERTAIN COMMITMENTS ASSOCIATED WITH THE FLORIDA'S TURNPIKE ENTERPRISE PROJECT TO REDEVELOP THE SAWGRASS EXPRESSWAY INTERCHANGE AT PAT SALERNO DRIVE INTO A FULL ACCESS INTERCHANGE TO AND FROM BOTH THE NORTH AND SOUTH AND EXPRESSED THE CITY'S COMMITMENT TO FUND ITS LOCAL PARTICIPATION, AS AMENDED; DELETING SECTION 3 OF RESOLUTION NO. 19-51 REGARDING THE LOCAL FUNDING AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Sunrise (City) and Broward County (County) have been working since 2015 to have Florida Turnpike Enterprise (FTE) include the construction of a full access interchange at Pat Salerno Drive in its project to widen the Sawgrass Expressway, which currently only provides limited access to and from the south; and

WHEREAS, FTE has expressed interest in construction of a full access interchange at Pat Salerno Drive provided there is local participation in the amount not to exceed \$20 million dollars. In addition, FTE has identified that the local participation would also include any property acquisition and wetlands mitigation associated with the construction of a full access interchange at Pat Salerno Drive; and

WHEREAS, the County Administrator has expressed willingness to present and support a Local Funding Agreement (LFA) between County and FTE to the Broward County Board of County Commissioners prior to the end of the 2021 calendar year per the above WHEREAS clause for the construction of a full access interchange for Pat Salerno Drive; and

WHEREAS, the County Administrator has requested that the City contribute to the local participation as part of the construction of a full access interchange for Pat Salerno Drive; and

WHEREAS, although a full access interchange provides regional benefits to Broward County, the City concurs that there will be benefits to the Western Sunrise Business and Entertainment District; and

KAKRG1008

1

C21209

RESOLUTION NO. 19-51-21-A

underlined words are additions
~~scored-through~~ words are deletions

WHEREAS, on March 26, 2019, the City's offer of participation was set forth in Resolution No. 19-51 which committed up to \$2 million dollars over 20 years using future Transportation Surtax revenues anticipated by the City for the project; and

WHEREAS, on May 28, 2019, the City passed Resolution No. 19-51-19-A which clarified Section 1 of Resolution No. 19-51 and amended the City's commitment to provide that the City would advance-fund the \$2 million dollars until such time that the \$2 million dollars was reimbursed to the City from Transportation Surtax revenues; and

WHEREAS, the County Administrator has informed the City Manager that the City's commitments in Resolution No. 19-51 and Resolution No. 19-51-19-A, as amended, for a local participation does not provide sufficient assurance as there is no guarantee that the Oversight Committee will support the expenditure of Surtax funds for a full access interchange at Pat Salerno Drive; and

WHEREAS, FTE has recently completed a pond siting report to determine the drainage impacts associated with the construction of a full access interchange for Pat Salerno Drive; and

WHEREAS, the pond siting report identifies several parcels west of the Sawgrass Expressway that are necessary to provide an off-site dry retention pond as part of a full access interchange for Pat Salerno Drive; and

WHEREAS, the City Manager has proposed an alternative local participation where City commits to acquiring the following seven (7) parcels as needed for dry retention (494027010130, 494027010120, 494027010110, 494027010241, 494027010070, 494027010050, and 494027010020); and

WHEREAS, all seven (7) parcels are located west of the Sawgrass Expressway and located underneath the Florida Power and Light high transmission lines; and

WHEREAS, all seven (7) parcels are currently owned by SPI Land Holdings, LLC; and

WHEREAS, SPI Land Holdings, LLC has expressed a willingness to assist the City in utilizing these properties for a full access interchange at Pat Salerno Drive.

NOW THEREFORE, BE IT RESOLVED 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 Resolution.

Section 2. The Sunrise City Commission hereby amends Section 1 of Resolution No. 19-51-19-A as follows:

Section 1. The Sunrise City Commission hereby commits to locally fund ~~a portion of the full access interchange at Pat Salerno Drive and the Sawgrass Expressway by acquiring the following seven (7) properties that have been identified by FTE as required for off-site dry retention pond for the construction of the Pat Salerno Drive:~~

1. ~~494027010130~~
2. ~~494027010120~~
3. ~~494027010110~~
4. ~~494027010241~~
5. ~~494027010070~~
6. ~~494027010050~~
7. ~~494027010020~~

~~The City's commitment to locally fund the full access interchange at Pat Salerno Drive is contingent upon Broward County entering into a LFA with the FTE to construct a full access interchange in accordance with the above WHEREAS clauses, in an amount of \$2 million dollars using future Transportation Surtax revenues anticipated to be prioritized by the Broward Metropolitan Planning Organization (MPO), approved by the Oversight Committee, and received by the City. Should the prioritized and approved Transportation Surtax revenues not be received by the City prior to the date the FTE requires a final local contribution for construction, the City of Sunrise agrees that it will advance fund the \$2 million dollars until such time that the \$2 million dollars is reimbursed to the City from Transportation Surtax revenues.~~

Section 3. Section 3 of Resolution No. 19-51 relating to the City Commission's approval of the Local Funding Agreement is hereby deleted in its entirety.

Section 4. The City Manager is hereby authorized to officially make these commitments to Broward County and Florida's Turnpike Enterprise.

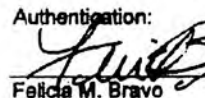
Section 5. Effective Date. This Resolution shall be effective immediately upon its passage.

PASSED AND ADOPTED this 9TH DAY of NOVEMBER, 2021.



Mayor Michael J. Ryan

Authentication:


Felicia M. Bravo
City Clerk



MOTION: KERCH
SECOND: SCUOTTO

DOUGLAS: ABSENT
KERCH: YEA
SCUOTTO: YEA
GUZMAN: YEA
RYAN: YEA

Approved by the City Attorney
as to Form and Legal Sufficiency


Kimberly A. Gustin

KAKRG1008

4

C21280

RESOLUTION NO. 19-01-21-A

underscored words are additions
~~crossed-through~~ words are deletions

Exhibit B

RETENTION PARCELS

Folio Numbers:

494027010130
494027010120
494027010110
494027010241
494027010070
494027010050
494027010020



**FIRST AMENDMENT TO THE AGREEMENT FOR LOCAL FUNDING OF THE SAWGRASS
EXPRESSWAY PAT SALERNO DRIVE INTERCHANGE BETWEEN
BROWARD COUNTY AND THE CITY OF SUNRISE**

This First Amendment ("First Amendment") is entered into by and between Broward County, a political subdivision of the State of Florida ("County"), and the City of Sunrise, a Florida municipal corporation ("City") (collectively referred to as the "Parties").

RECITALS

A. The Parties entered into the Agreement between Broward County and the City of Sunrise for Local Funding of the Sawgrass Expressway Pat Salerno Drive Interchange, dated February 23, 2022 (the "Agreement").

B. The County and FDOT continue to negotiate the Locally Funded Agreement pursuant to which FDOT will accept the Retention Parcels (as defined in the Agreement).

C. The Parties now desire to enter into this First Amendment to modify the time frame for the City Contribution to FDOT.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. The above Recitals are true and correct and are incorporated herein by reference. All capitalized terms not expressly defined within this First Amendment shall retain the meaning ascribed to such terms in the Agreement.
2. Amendments to the Agreement made pursuant to this First Amendment are indicated herein by use of strikethroughs to indicate deletions and bold/underlining to indicate additions. Except as modified herein, all remaining terms and conditions of the Agreement shall remain in full force and effect.
3. Section 2.1 of the Agreement is amended as follows:

2.1 City Contribution. No later than ~~March 31, 2023~~, 120 days after County provides notice to City that County and FDOT have entered into the Locally Funded Agreement as described in section 2.2 (which notice shall include a copy of the fully executed Locally Funded Agreement), City shall acquire and transfer to FDOT, or cause FDOT to acquire directly, at no cost to the FDOT or the County, seven (7) parcels on the west side of the Sawgrass Expressway ("Retention Parcels"), as more particularly described in Exhibit 9 attached hereto and incorporated herein, to be used for drainage or other purposes determined by FDOT related to the drainage necessary for the construction of the Full Interchange. City shall be responsible for all costs related to the acquisition and transfer of the Retention Parcels. City shall not use any federal funds for costs of the acquisition or transfer of the Retention Parcels.

4. In the event of any conflict or ambiguity between this First Amendment and the Agreement, the Parties agree that this First Amendment shall control. The Agreement, as amended herein by this First Amendment, incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein, and the Parties agree that there are no commitments, agreements, or understandings concerning the subject matter hereof that are not contained in the Agreement as amended in this First Amendment. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

5. Preparation of this First Amendment has been a joint effort of the Parties and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than any other.

6. The effective date of this First Amendment shall be the date of complete execution by the Parties.

7. This First Amendment may be executed in counterparts, whether signed physically or electronically, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

8. City represents and warrants that this First Amendment constitutes the legal, valid, binding, and enforceable obligation of City, and that neither the execution nor performance of this First Amendment constitutes a breach of any agreement that City has with any third party or violates any law, rule, regulation, or duty arising in law or equity applicable to City. City further represents and warrants that execution of this First Amendment is within City's legal powers, and each individual executing this First Amendment on behalf of City is duly authorized by all necessary and appropriate action to do so on behalf of City and does so with full legal authority.

(The remainder of this page is blank.)

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the _____ day of _____, 2023, and THE CITY OF SUNRISE, signing by and through its _____, duly authorized to execute same.

COUNTY

ATTEST:

BROWARD COUNTY, by and through
its Board of County Commissioners

By: _____
Broward County Administrator, as
ex officio Clerk of the Broward County
Board of County Commissioners

By: _____
Mayor
____ day of _____, 20__

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

By: _____
Annika E. Ashton (Date)
Deputy County Attorney

AEA/KR
03/02/2023
County Sunrise Pat Salerno Funding Agreement – First Amendment

**FIRST AMENDMENT TO THE AGREEMENT BETWEEN BROWARD COUNTY AND THE CITY OF
SUNRISE FOR LOCAL FUNDING OF THE SAWGRASS EXPRESSWAY PAT SALERNO DRIVE
INTERCHANGE**

CITY

CITY OF SUNRISE

ATTEST:

By: _____
CITY MAYOR

CITY CLERK

Print Name

____ day of _____, 2023

I HEREBY CERTIFY that I have approved
This FIRST AMENDMENT as to form and legal
Sufficiency subject to execution by the parties

City Attorney



**FIRST AMENDMENT TO THE AGREEMENT FOR LOCAL FUNDING OF THE SAWGRASS
EXPRESSWAY PAT SALERNO DRIVE INTERCHANGE BETWEEN
BROWARD COUNTY AND THE CITY OF SUNRISE**

This First Amendment ("First Amendment") is entered into by and between Broward County, a political subdivision of the State of Florida ("County"), and the City of Sunrise, a Florida municipal corporation ("City") (collectively referred to as the "Parties").

RECITALS

A. The Parties entered into the Agreement between Broward County and the City of Sunrise for Local Funding of the Sawgrass Expressway Pat Salerno Drive Interchange, dated February 23, 2022 (the "Agreement").

B. The County and FDOT continue to negotiate the Locally Funded Agreement pursuant to which FDOT will accept the Retention Parcels (as defined in the Agreement).

C. The Parties now desire to enter into this First Amendment to modify the time frame for the City Contribution to FDOT.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. The above Recitals are true and correct and are incorporated herein by reference. All capitalized terms not expressly defined within this First Amendment shall retain the meaning ascribed to such terms in the Agreement.

2. Amendments to the Agreement made pursuant to this First Amendment are indicated herein by use of strikethroughs to indicate deletions and bold/underlining to indicate additions. Except as modified herein, all remaining terms and conditions of the Agreement shall remain in full force and effect.

3. Section 2.1 of the Agreement is amended as follows:

2.1 City Contribution. No later than ~~March 31, 2023~~, 120 days after County provides notice to City that County and FDOT have entered into the Locally Funded Agreement as described in section 2.3 (which notice shall include a copy of the fully executed Locally Funded Agreement), City shall acquire and transfer to FDOT, or cause FDOT to acquire directly, at no cost to the FDOT or the County, seven (7) parcels on the west side of the Sawgrass Expressway ("Retention Parcels"), as more particularly described in Exhibit B, attached hereto and incorporated herein, to be used for drainage or other purposes determined by FDOT related to the drainage necessary for the construction of the Full Interchange. City shall be responsible for all costs related to the acquisition and transfer of the Retention Parcels. City shall not use any federal funds for costs of the acquisition or transfer of the Retention Parcels.

4. In the event of any conflict or ambiguity between this First Amendment and the Agreement, the Parties agree that this First Amendment shall control. The Agreement, as amended herein by this First Amendment, incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein, and the Parties agree that there are no commitments, agreements, or understandings concerning the subject matter hereof that are not contained in the Agreement as amended in this First Amendment. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

5. Preparation of this First Amendment has been a joint effort of the Parties and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than any other.

6. The effective date of this First Amendment shall be the date of complete execution by the Parties.

7. This First Amendment may be executed in counterparts, whether signed physically or electronically, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

8. City represents and warrants that this First Amendment constitutes the legal, valid, binding, and enforceable obligation of City, and that neither the execution nor performance of this First Amendment constitutes a breach of any agreement that City has with any third party or violates any law, rule, regulation, or duty arising in law or equity applicable to City. City further represents and warrants that execution of this First Amendment is within City's legal powers, and each individual executing this First Amendment on behalf of City is duly authorized by all necessary and appropriate action to do so on behalf of City and does so with full legal authority.

(The remainder of this page is blank.)

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the 14th day of March, 2023, and THE CITY OF SUNRISE, signing by and through its Mayor, duly authorized to execute same.

COUNTY

ATTEST:

By: 
Broward County Administrator, as
ex officio Clerk of the Broward County
Board of County Commissioners

BROWARD COUNTY, by and through
its Board of County Commissioners

By: 
Mayor
29th day of March, 2023

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



By: Annika E. Ashton Digitally signed by Annika E. Ashton
Date: 2023.03.27 15:25:40 -0400
Annika E. Ashton (Date)
Deputy County Attorney

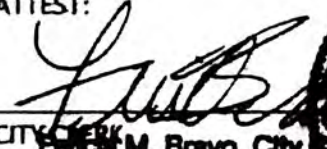
AEA/KR
02/27/2023
County Sunrise Pat Salerno Funding Agreement – First Amendment

**FIRST AMENDMENT TO THE AGREEMENT BETWEEN BROWARD COUNTY AND THE CITY OF
SUNRISE FOR LOCAL FUNDING OF THE SAWGRASS EXPRESSWAY PAT SALERNO DRIVE
INTERCHANGE**

CITY

CITY OF SUNRISE

ATTEST:


CITY CLERK
Paula M. Bravo, City Clerk



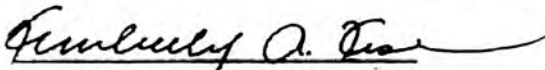
By: 

Mayor Michael J. Ryan

Print Name

24th day of March, 2023

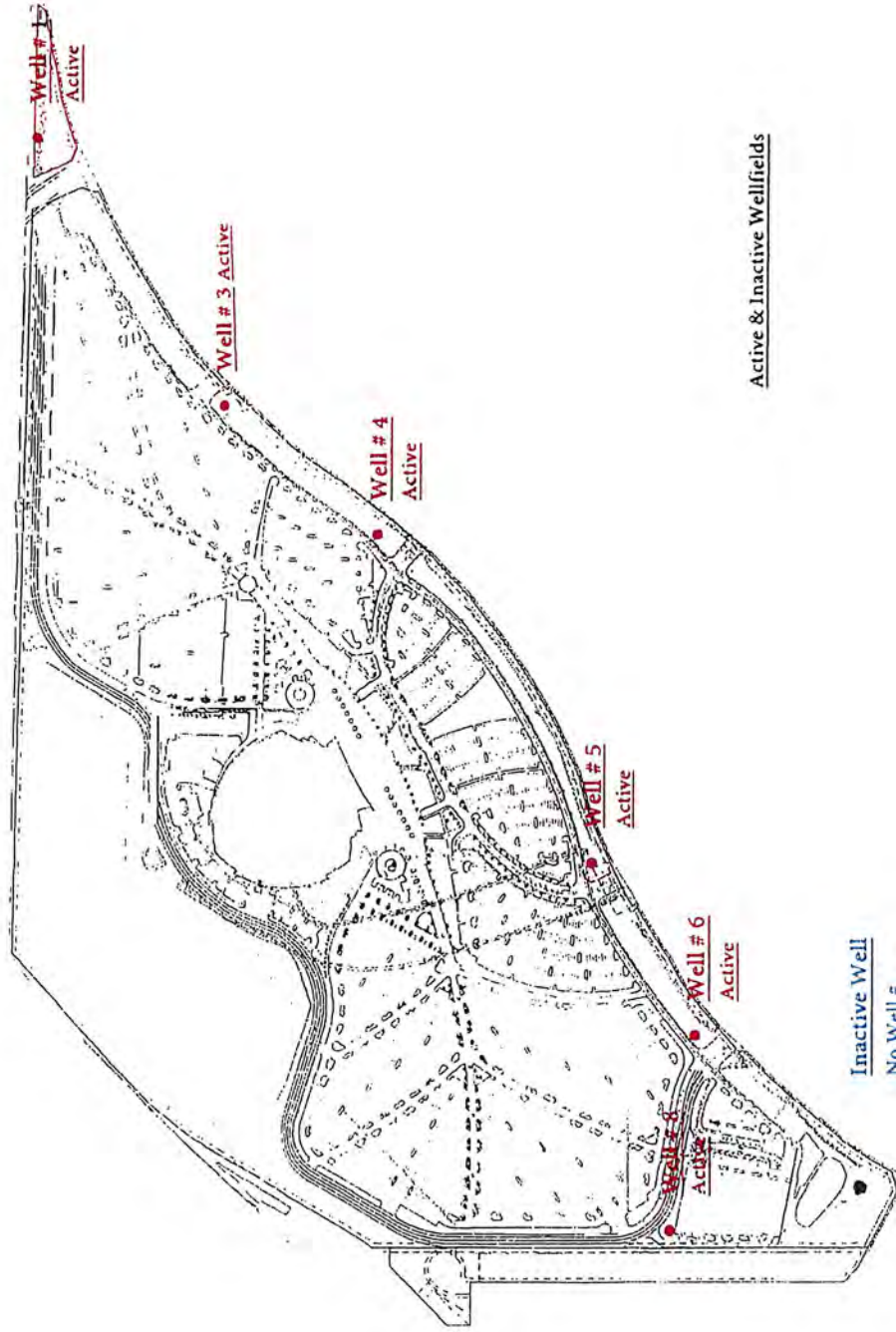
I HEREBY CERTIFY that I have approved
This FIRST AMENDMENT as to form and legal
Sufficiency subject to execution by the parties:


City Attorney

APPENDIX VIII

ACTIVE and INACTIVE WELLFIELD LOCATIONS

APPENDIX VIII



APPENDIX IX

Additional Information stating how the proposed project will address the City of Sunrise's Comprehensive Plan Policies 16.4.6 through 16.4.8 and the Urban Land Institute (ULI) study's "Connectivity" section.

Policy 16.4.6 The Transit Oriented Development (TOD) land use category must be supported by policies in the local land use element that incorporate design criteria to require pedestrian connectivity to regional transit stations with development that is mixed-use with a "sense of place" and is transit supportive.

The County's "Vision" is the creation of an urban community where people will live, work, visit, shop and play. Fostering a balanced and layered distribution of residential, office, retail, restaurant, entertainment and hospitality occupants will be a core focus during the master planning stages. This will ensure that a lively and diverse mix of residents, visitors, patrons and employees will ultimately be achieved. The County expects that with well planned design parameters in place from the outset, combined with clear design element guidelines, the controlled ongoing development of individual components will ensure a community population that ebbs and flows well, physically and fiscally, throughout the community's day and well into the evening.

Careful, considered distribution of parking "pockets", structured garages along with local bus and shuttle stops that connect transportation options that will support, encourage and reinforce walkability as a viable, natural preference for workers, residents, patrons and visitors alike.

Policy 16.4.7 The City will ensure that Transit Oriented Development (TOD) includes design features that promote and enhance pedestrian mobility, including connectivity to regional transit stations, based on the following characteristics:

- *Transit stop integrated with shelter or station (within the TOD area).*
- *Public plazas, urban open space or green space/pocket park uses that are accessible to the public, must be provided as an integrated component within a Transit Oriented Development.*
- *Wide (five (5) feet shall be the minimum consistent with ADA requirements) pedestrian and bicycle paths that minimize conflicts with motorized traffic and are adequately landscaped, shaded and provide opportunities for shelter from the elements.*
- *Buildings should front the street (zero (0) or minimal setbacks are encouraged).*
- *Vehicle parking strategies that encourage and support transit usage (such as parking that does not front the street, shared parking, parking structures, and/or reduced parking ratios).*

The County is committed to creating a walkable, accessible and interconnected urban development, threaded with new green spaces, parks and plazas that establish green pedestrian and vehicular corridors along with access point connections throughout the site. Widely distributed, intermodal access connection points such as local bus and shuttle stop shelters will be encouraged across, among, and in between the broader land

use elements that are layered throughout the development.

While not part of this Land Use Plan Amendment, the County has purchased a 10 acre parcel directly across Panther Parkway (136th Ave.) from the Broward County Arena property. Located at the intersection with Red Snapper Road, the site was purchased for a planned Transit Hub Station to serve local and regional Broward County Transit (BCT) bus routes and future light rail service. This new facility is planned to include a structured parking component for bus and train patrons. The site has been purchased by the County to address the transportation needs of the broader BCC Arena and Sawgrass Mills Mall locale.

The planned Transit Hub Station will be developed in two phases:

- The first phase will include BCT and Miami Express bus service functions and structured parking garage.
- The second phase will accommodate a planned, future light rail station function. The light rail service implementation has not been finalized.

The Express Bus Service stop will be relocated upon the station's completion. Under the current License Agreement, the Miami Express Bus Service bus stop can remain in place on the BCC Arena property at the County's discretion through at least January 31, 2032. This provides ample time for numerous outcomes.

Easy pedestrian circulation and access will be provided to the Transit Hub Station across Panther Parkway (136th Ave.). Upon the Transit Hub Station completion, the County will enhance the intersection's traffic signalization to ensure safe, adequate pedestrian crossing time.

Additionally, ongoing monitoring will be implemented to address crossing times that reflect peak and general pedestrian access level fluctuations. This on-going monitoring will help evaluate feasibility and implementation timing of additional, supplemental pedestrian crossing options, such as but not limited to, increased crossing times and or frequency provisioning, wider cross walks, or potential for an elevated pedestrian cross walk over 136th Ave.

Policy 16.4.8 The City shall require internal pedestrian and transit amenities to serve the residents and employees within the Transit Oriented Development (TOD) (such as seating, benches or planter ledges, shade, light fixtures, trash receptacles, information kiosks, bicycle parking) or other amenities that could be incorporated into adjacent publicly accessible areas and plazas (such as clocks, fountains, sculpture, drinking fountains, flags and food/refreshment vendor areas).

As demand justifies, and the development's built environment matures, shuttle, bus and transit service provisioning and rider pickup stop infrastructure will be implemented within the property that will connect to the new facility.

Activated street level storefronts and aesthetically cohesive streetscape amenities, such as benches, trash receptacles and planters will be suggested where possible, along with pedestrian scaled pole mounted lighting and banners, transportation and information kiosks, drinking fountains, bike racks, landscaping, water features and public artworks that enliven and support the public domain. Outdoor cafe dining, which brings street

activity and provides a wonderful means of people watching, will be strongly encouraged.

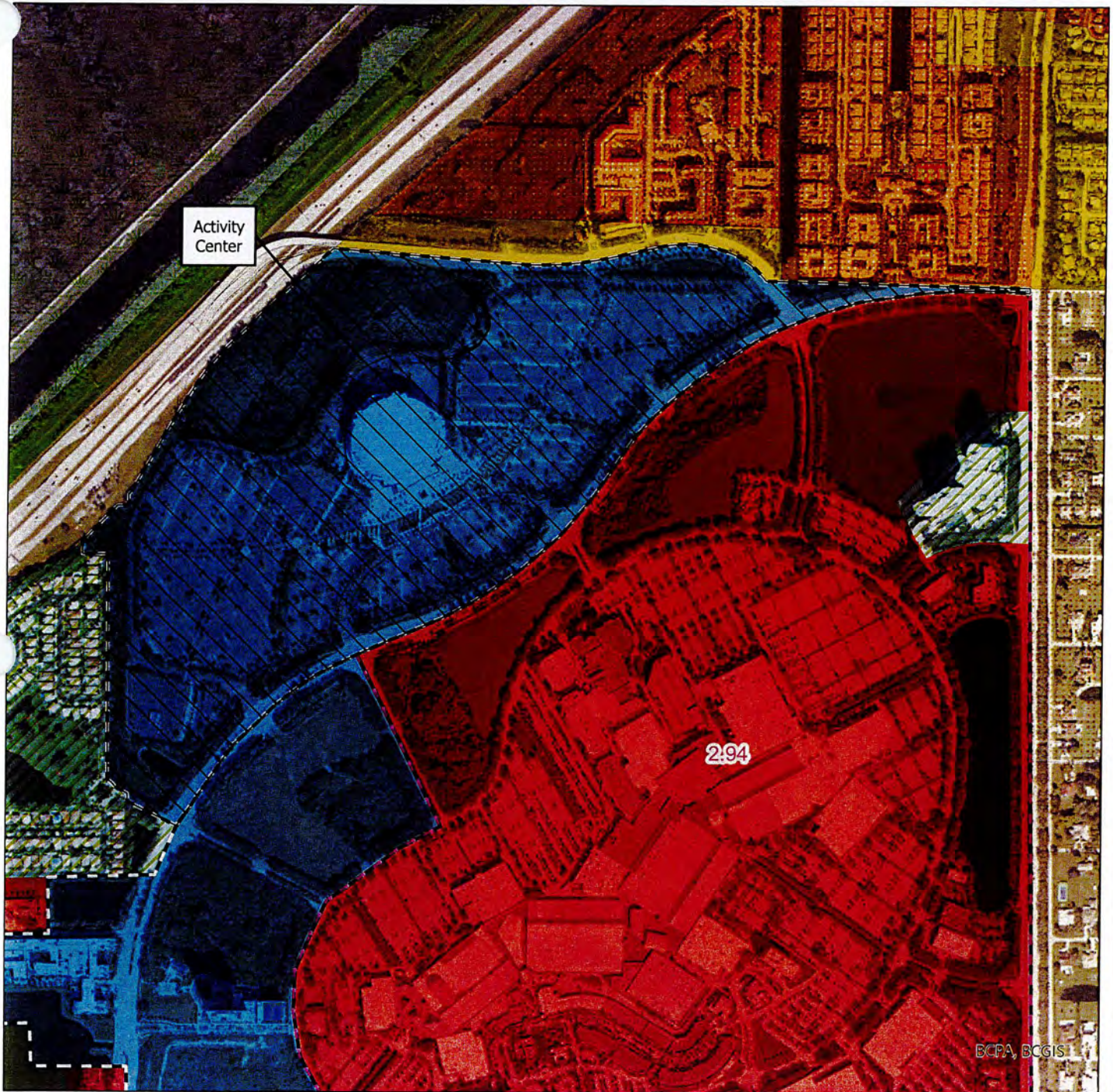
Clear pedestrian passageways, separate bicycle paths and widening of those pathways where one encounters the other will be implemented.

The City of Sunrise's Land Development Code (LDC) will govern when it comes to specific zoning regulations and proposed individual building and project components' satisfaction thereof, on a case-by-case basis.

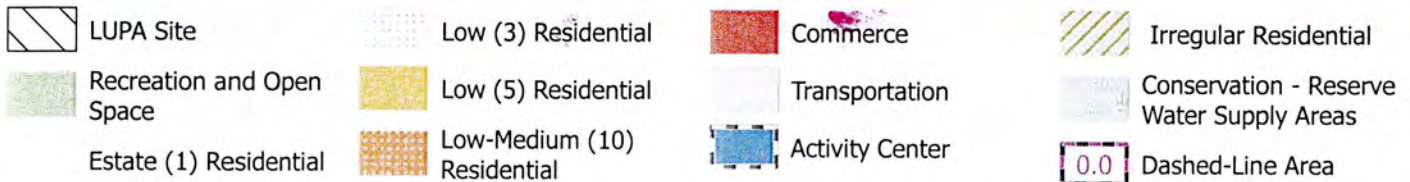
APPENDIX X

MAPS ILLUSTRATING BOTH EXISTING AND PROPOSED BROWARD
COUNTY AND CITY OF SUNRISE FUTURE LAND USE

Broward County Proposed Land Use



These maps are for conceptual purposes only and should not be used for legal boundary determinations.

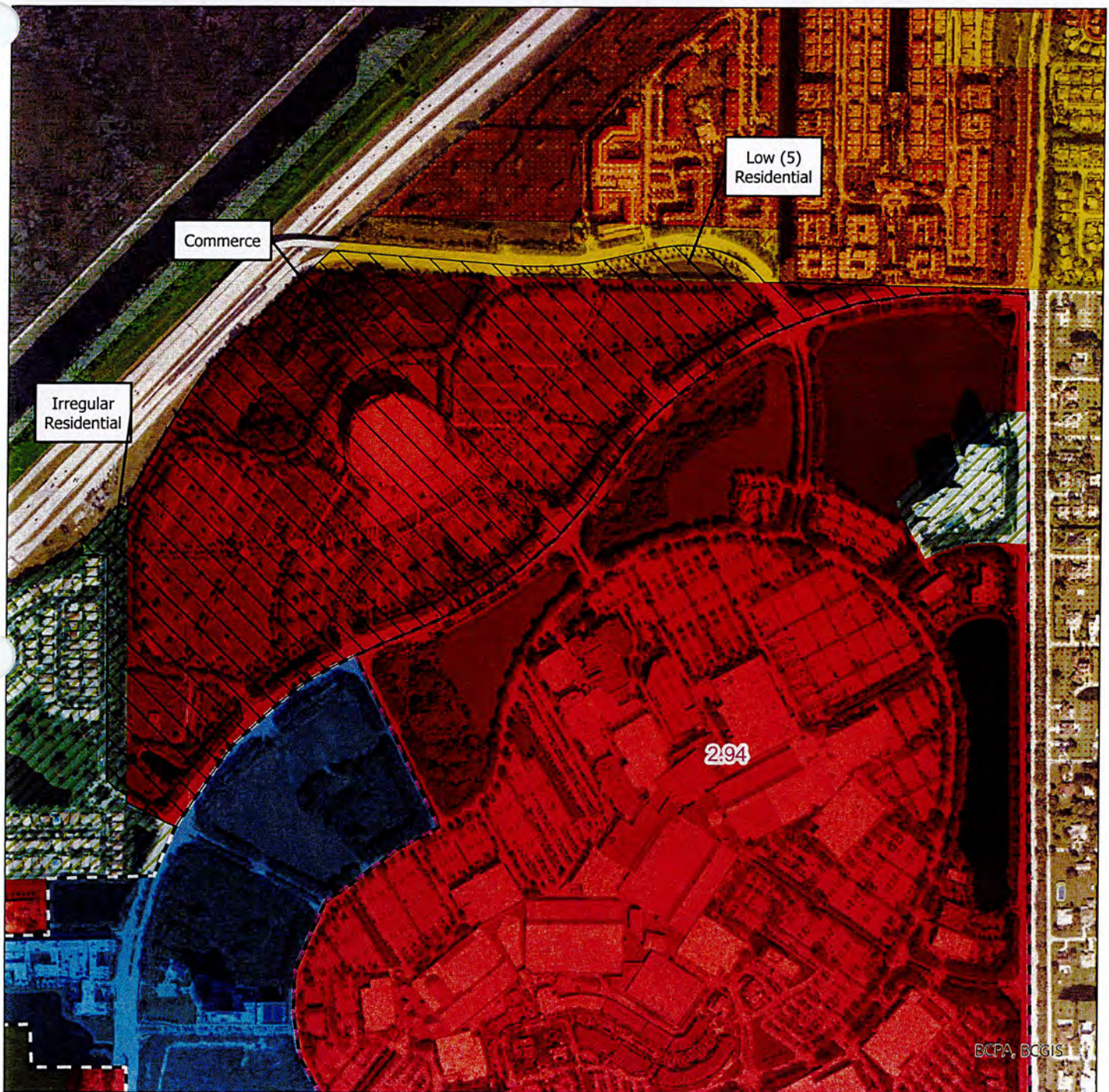


Prepared By:
GIS Section
Urban Planning Division
Resilient Environment Department

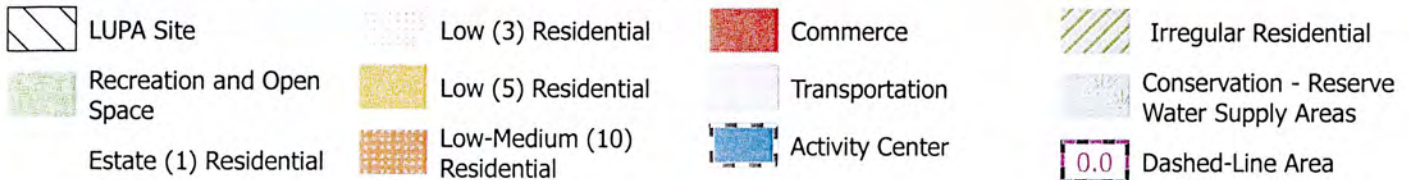
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Feet



Broward County Current Land Use



These maps are for conceptual purposes only and should not be used for legal boundary determinations.

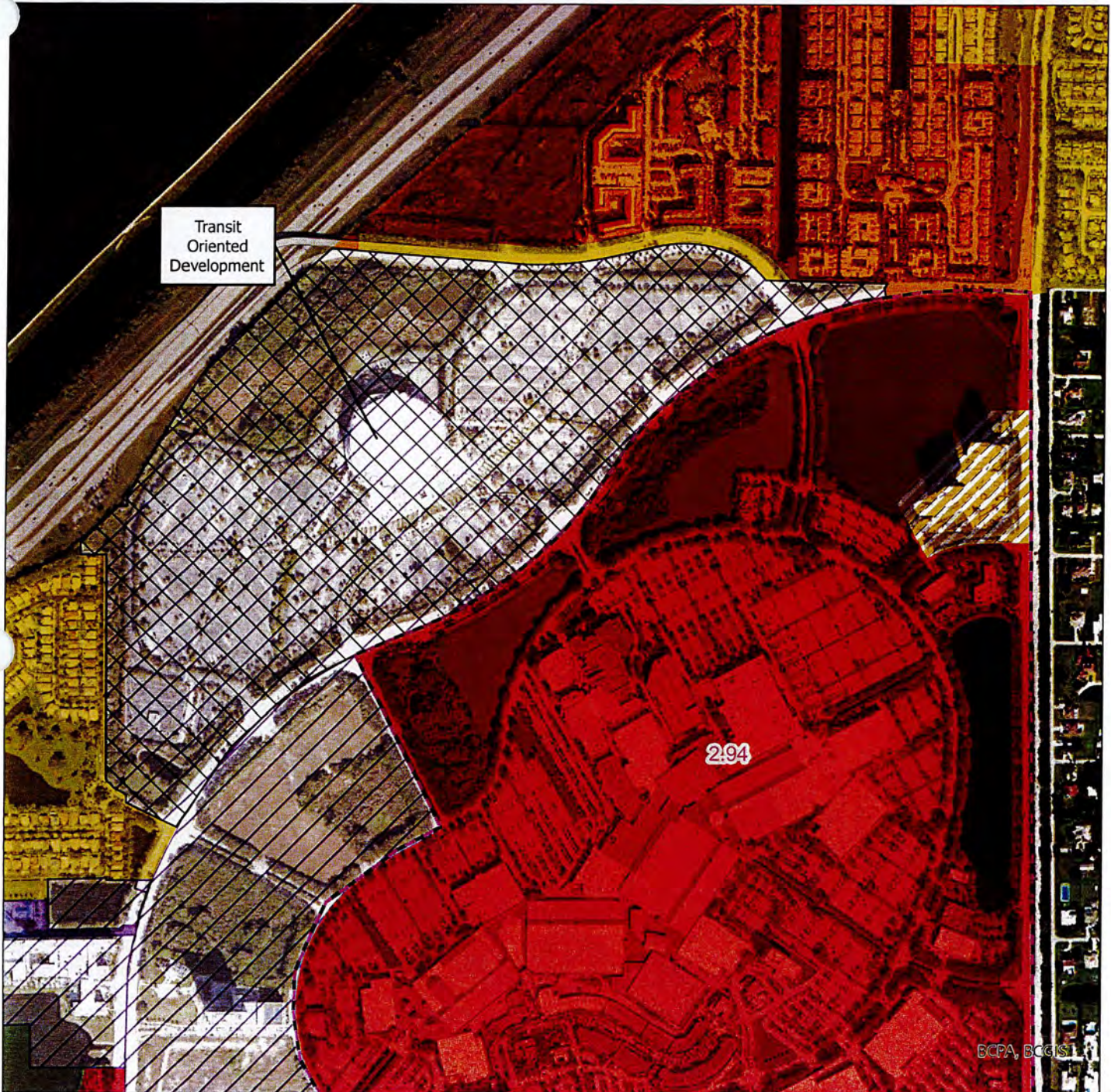


Prepared By:
GIS Section
Urban Planning Division
Resilient Environment Department

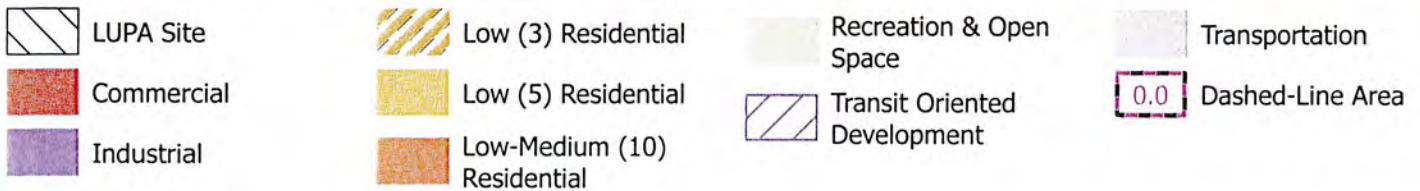
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City of Sunrise Proposed Land Use



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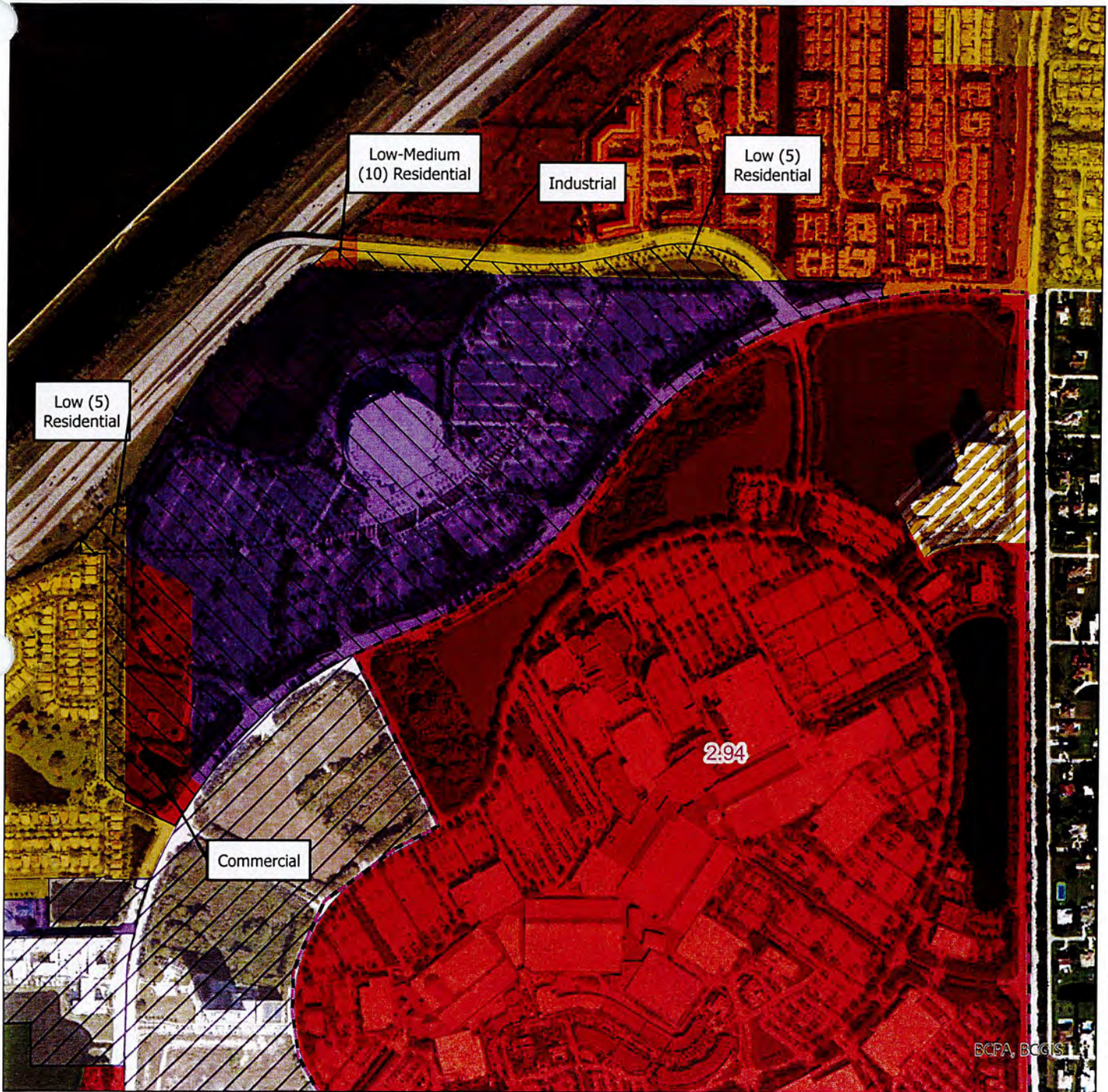


Prepared By:
GIS Section
Urban Planning Division
Resilient Environment Department

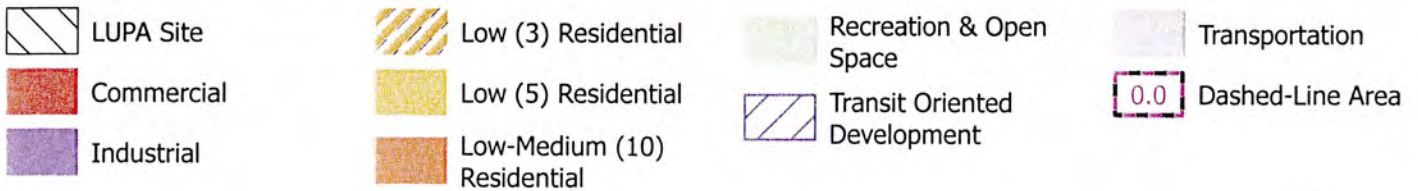
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City of Sunrise Current Land Use



These maps are for conceptual purposes only and should not be used for legal boundary determinations.



Prepared By:
GIS Section
Urban Planning Division
Resilient Environment Department

0 500 1,000
Feet



APPENDIX XI

DRAFT – “INTERLOCAL AGREEMENT FOR THE MONITORING OF DEVELOPMENT
ACTIVITY AND ENFORCEMENT OF PERMITTED LAND USE IN TRANSIT ORIENTED
DEVELOPMENT”

Return recorded document to:
Maite Azcoitia, Deputy County Attorney
Broward County Attorney's Office
115 S. Andrews Avenue, Room 423
Ft. Lauderdale, FL 33301

Document prepared by:
Maite Azcoitia, Deputy County Attorney
Broward County Attorney's Office
115 S. Andrews Avenue, Rm 423
Ft. Lauderdale, FL 33301

**INTERLOCAL AGREEMENT FOR THE
MONITORING OF DEVELOPMENT ACTIVITY AND
ENFORCEMENT OF PERMITTED LAND USES
IN TRANSIT ORIENTED DEVELOPMENT**

This is an Interlocal Agreement, made and entered into by and between: Broward County, a political subdivision of the state of Florida, hereinafter referred to as "County," and City of Sunrise, a Florida municipal corporation, created and existing under the laws of the state of Florida, hereinafter referred to as "City," collectively referred to as the "Parties."

A. This Agreement is entered into pursuant to Section 163.01, Florida Statutes, also known as the "Florida Interlocal Cooperation Act of 1969."

B. It is the purpose and intent of the Parties to permit County and City to make the most efficient use of their respective powers, resources, and capabilities by enabling them to cooperate on the basis of mutual advantage and thereby accomplish the objectives provided for herein in the manner that will best accord with the existing resources available to each of them and with the needs and developments within their respective jurisdictions.

C. County is the owner of certain property located within the jurisdictional boundaries of City and has applied for amendments to the County and City Land Use Plans for designation of the property on the County Land Use Plan as Activity Center and the City Land Use Plan as Transit Oriented Development (TOD).

D. Pursuant to the requirements of the Broward County Land Use Plan, the Parties wish to provide that the monitoring of development activity and the enforcement of permitted land uses shall be the responsibility of City.

Now, therefore, in consideration of the mutual covenants, promises, payments, and representations herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE 1
BACKGROUND; PURPOSE AND INTENT

- 1.1 The above recitals are true and correct and incorporated herein as if set forth in full hereunder.
- 1.2 It is the purpose and intent of this Interlocal Agreement for County and City, pursuant to Section 163.01, Florida Statutes, as amended, to cooperate and provide for a means by which each governmental entity may exercise its respective powers, privileges, and authorities that they share in common and that each might exercise separately in order to further a common goal.

ARTICLE 2
MONITORING OF DEVELOPMENT ACTIVITY

- 2.1 City agrees to monitor development activity and to enforce permitted land use densities and intensities within the Activity Center consistent with the effective land use plan, as certified by the Broward County Planning Council.
- 2.2 City agrees to submit semi-annual reports to the Broward County Planning Council setting forth its monitoring and enforcement activities within the Activity Center to enable County to ensure that the density and intensity of land uses within the Activity Center are being complied with by City.

ARTICLE 3
INDEMNIFICATION

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

ARTICLE 4
MISCELLANEOUS

- 4.1 Joint Preparation: The preparation of this Interlocal Agreement has been a joint effort of the Parties and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than the other.
- 4.2 Entire Agreement and Modification: This Interlocal Agreement incorporates, supersedes, and includes all prior negotiations, correspondence, conversations, agreements, or understanding applicable to the matter contained herein. It is further agreed that no change, alteration, or modification in the terms and conditions

contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

- 4.3 Public Records: The Parties shall comply with all public records requirements of Chapter 119, Florida Statutes, as may be required by law. As such, City agrees to permit County to examine all records and grants County the right to audit any books, documents, and papers that were generated during the course of administration of the Activity Center. City shall maintain the records, books, documents, and papers associated with this Interlocal Agreement in accordance with Chapter 119, Florida Statutes, as amended.
- 4.4 Regulatory Capacity: Notwithstanding the fact that County is the owner of the property subject of the Land Use Plan amendments, County's performance under this Agreement is in its regulatory capacity. If County exercises its proprietary authority, the exercise of such authority shall have occurred pursuant to County's authority as the owner of the property and apart from this Agreement, and shall not be attributable in any manner to County as a Party to this Agreement.
- 4.5 Recordation/Filing: This Agreement shall be recorded in the public records of Broward County, in accordance with the Florida Interlocal Cooperation Act of 1969.
- 4.6 Default: In the event of any default or breach of any of the terms of this Interlocal Agreement, it is specifically acknowledged and agreed that either party shall, in addition to all other remedies which may be available in law or equity, have the right to enforce this Interlocal Agreement by specific performance, injunctive relief, prohibition, or mandamus to compel the other party to abide by the terms of this Interlocal Agreement.
- 4.7 Notices: Whenever either party desires to give notice unto the other, such notice must be in writing, sent by certified United States mail, return receipt requested, addressed to the party for whom it is intended at the place last specified; and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice:

For County:
Administrator
Broward County Planning Council
115 S. Andrews Avenue, Rm. 307
Fort Lauderdale, Florida 33301-4801

For City:

- 4.8 Choice of Law; Waiver of Jury Trial: Any controversies or legal problems arising out of this transaction and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the state courts of the Seventeenth Judicial Circuit of Broward County, Florida, the venue situs, and shall be governed by the laws of the state of Florida. To encourage prompt and equitable resolution of any litigation that may arise hereunder, each party hereby waives any rights it may have to a trial by jury of any such litigation.
- 4.9 Conflict: In the event that this Interlocal Agreement conflicts with any other agreement pertaining to the monitoring of development activity and the enforcement of the density or intensity of permitted land uses within the Activity Center, the Parties agree that the terms and conditions contained in this Interlocal Agreement shall prevail.
- 4.10 Counterpart Originals: The Parties agree that this Agreement may be executed in counterparts, and that collectively the counterparts shall be considered an original agreement and shall be deemed legally sufficient and binding upon the Parties.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Parties have made and executed this Interlocal Agreement on the respective dates under each signature: Broward County, through its Board of County Commissioners, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the ____ day of _____, 20____, and City of Sunrise, signing by and through its _____, duly authorized to execute same.

County

ATTEST:

Broward County, through its
Board of County Commissioners

County Administrator and
ex officio Clerk of
the Board of County
Commissioners of Broward
County, Florida

By _____
Mayor

____ day of _____, 20____.

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

By _____
Maite Azcoitia (Date)
Deputy County Attorney

INTERLOCAL AGREEMENT FOR MONITORING OF DEVELOPMENT ACTIVITY AND
ENFORCEMENT OF PERMITTED LAND USES IN ACTIVITY CENTER

City

ATTEST:

City of Sunrise

City Clerk

By _____
Mayor-Commissioner

_____ day of _____, 20____.

By _____
City Manager

_____ day of _____, 20____.

(CORPORATE SEAL)

APPROVED AS TO FORM:

By _____
City Attorney

MA/
06/03/24
ACSunrise-a01
#80041

APPENDIX XII

JANUARY 13, 2020, FEBRUARY 28, 2020, and MARCH 13, 2020, EMAILS TO ALL
MEMBERS OF THE BB&T CENTER AD HOC ADVISORY COUNCIL

**AGREEMENT FOR LOCAL FUNDING OF THE
SAWGRASS EXPRESSWAY PAT SALERNO DRIVE INTERCHANGE**

This Agreement for Local Funding of the Sawgrass Expressway Pat Salerno Drive Interchange ("Agreement") is entered into by Broward County, a political subdivision of the State of Florida (the "County"), and the City of Sunrise, a Florida municipal corporation ("City") (collectively, the County and City are referred to as the "Parties").

RECITALS

A. The Florida Department of Transportation ("FDOT") has adopted a work program which includes a project to widen and improve State Road 869, the Sawgrass Expressway, in Broward County, Florida, from south of Sunrise Boulevard to Atlantic Boulevard, as described in the Department's Five-Year Adopted Work Program as Financial Project Number (FPN) 437155-1 ("Project").

B. A partial interchange currently exists within the Project limits at Pat Salerno Drive, an arterial roadway under the jurisdiction of the City, and State Road 869, with ramps accommodating traffic movements to and from the south.

C. The County and the City have asked FDOT to consider design and construction of a fully directional interchange at Pat Salerno Drive and the Sawgrass Expressway, with ramps accommodating traffic movements both to and from the south and to and from the north ("Full Interchange") as part of the overall Project.

D. FDOT has estimated that the design and construction costs for the Full Interchange are \$65,418,194, and has programmed \$45,418,194 in FDOT funding, or approximately seventy percent (70%), of the estimated design and construction costs of the Full Interchange. In addition, FDOT has estimated the costs for right-of-way and land for drainage acquisition, wetland and conservation mitigation, and contingencies to be up to \$12,200,000. FDOT has indicated its willingness to include the Full Interchange in the Project, contingent upon certain financial contributions by the County and City related to the design, construction, acquisition of land for right-of-way and drainage, and wetland and conservation mitigation that will allow for the construction of the Full Interchange ("Local Funding").

E. The County is willing to make the financial contribution required by FDOT for the Full Interchange, contingent upon the City contributing to Local Funding as provided in this Agreement.

F. As provided in City Resolution 19-51-21-A, attached as Exhibit A, City is willing to contribute certain property to support the Project.

G. The City and County wish to enter into this Agreement to allocate how the Parties will share the costs of the Local Funding.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE 1. DEFINITIONS

The following terms, as used herein, shall have the following meanings:

- 1.1. Board means the Board of County Commissioners of Broward County, Florida.
- 1.2. County Administrator means the administrative head of the County appointed by the Board.
- 1.3. Effective Date shall be the date on which this Agreement is executed by the last of the Parties executing this Agreement.

ARTICLE 2. LOCAL FUNDING OBLIGATIONS

2.1 City Contribution. No later than March 31, 2023, City shall acquire and transfer to FDOT, or cause FDOT to acquire directly, at no cost to the FDOT or the County, seven (7) parcels on the west side of the Sawgrass Expressway ("Retention Parcels"), as more particularly described in Exhibit B, attached hereto and incorporated herein, to be used for drainage or other purposes determined by FDOT related to the drainage necessary for the construction of the Full Interchange. City shall be responsible for all costs related to the acquisition and transfer of the Retention Parcels. City shall not use any federal funds for costs of the acquisition or transfer of the Retention Parcels.

2.2 Retention Parcel Acquisition Costs. If City does not acquire and convey the Retention Parcels as provided in Section 2.1 of this Agreement, City shall be responsible for any and all costs incurred by FDOT or the Florida Turnpike Enterprise related to the acquisition of the Retention Parcels, including, if required, any costs related to the condemnation of the Retention Parcels ("Acquisition Costs"). No later than thirty (30) days after an invoice is provided to the City for any Acquisition Costs, City shall remit payment for the full amount of the Acquisition Costs to the County, or, if so indicated in the invoice, directly to FDOT or the Florida Turnpike enterprise. City shall not use any federal funds to pay any Acquisition Costs.

2.3 County Local Funding. County hereby agrees to provide the Local Funding required by FDOT for the Full Interchange. The County's Local Funding obligation shall be as follows: (i) Twenty Million (\$20,000,000) dollars for the design and construction of the Full Interchange, of which Three Million (\$3,000,000) dollars has previously been paid by the County to FDOT; (ii) all the costs for acquisition for right-of-way and drainage, except for the acquisition of the Retention Parcels; (iii) all costs for mitigation of loss of wetlands and conservation property needed for the construction of the Full Interchange ("Local Funding Commitment"). County shall enter into an agreement with FDOT wherein County will agree to provide the Local Funding Commitment to allow for the construction of the Full Interchange.

ARTICLE 3. MISCELLANEOUS

3.1. Prior Agreements. This Agreement represents the final and complete understanding of the Parties regarding the subject matter hereof and supersedes all prior and contemporaneous negotiations and discussions regarding the subject matter. There is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document.

3.2. Amendments. No modification, amendment, or alteration in the terms or conditions contained in this Agreement will be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by duly authorized representatives of County and the City. Provided, however, that County Administrator is authorized the execute amendments extending the deadline for acquisition or transfer of the Retention Parcels.

3.3. Governmental Immunity. Except to the extent sovereign immunity may be deemed waived by entering into this Agreement, nothing in this Agreement is intended to serve as a waiver of sovereign immunity by any Party nor shall anything included herein be construed as consent by either Party to be sued by third parties in any matter arising out of this Agreement or any other contract. Each Party is a state agency, or political subdivision as defined in Section 768.28, Florida Statutes, and shall be fully responsible for the acts and omissions of its agents or employees to the extent permitted by law.

3.4. Law, Jurisdiction, and Waiver of Jury Trial. This Agreement shall be interpreted and construed in accordance with, and governed by, the laws of the State of Florida. The Parties agree that the exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the Parties agree that the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **BY ENTERING INTO THIS AGREEMENT, THE PARTIES HEREBY EXPRESSLY WAIVE ANY RIGHTS THE PARTIES MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.**

3.5. Third-Party Beneficiaries. Neither the City nor the County intends to directly or substantially benefit a third party by this Agreement. Therefore, the Parties acknowledge that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement.

3.6. Assignment. Neither this Agreement nor any interest herein shall be assigned, transferred, or encumbered without the prior written consent of the other Party. Any purported assignment, transfer, subcontract, or encumbrance in violation of this section will be void.

3.7. Notices. In order for a notice to a Party to be effective under this Agreement, notice must be sent via U.S. first-class mail, with a contemporaneous copy via e-mail, to the addresses listed

below and shall be effective upon mailing. The addresses for notice shall remain as set forth herein unless and until changed by providing notice of such change.

NOTICE TO COUNTY:

Broward County Administrator
Attn: Bertha Henry
115 S. Andrews Ave., Suite 409
Fort Lauderdale, Florida 33301
E-mail address: bhenry@broward.org (with copy to ameyers@broward.org)

NOTICE TO CITY

City Manager
Attn: Mark Lubelski
10770 West Oakland Park Boulevard
Sunrise, FL 33351
Email Address: CityManager@sunrisefl.gov

3.1. Joint Preparation. This Agreement has been jointly prepared by the Parties hereto, and shall not be construed more strictly against any Party.

3.2. Headings and Interpretation. The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement. The singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein," "hereof," "hereunder," and "hereinafter" refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Any reference to days shall be deemed to refer to calendar days unless otherwise expressly stated.

3.3. Incorporation by Reference. Any and all Recital clauses stated above are true and correct and are incorporated herein by reference.

3.4. Materiality and Waiver of Breach. Each requirement, duty, and obligation set forth in this Agreement was bargained for at arm's-length and is agreed to by the Parties. Each requirement, duty, and obligation set forth in this Agreement is substantial and important to the formation of this Agreement, and each is, therefore, a material term of this Agreement. A Party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement. To be effective, any waiver must be in writing signed by an authorized signatory of the Party granting the waiver.

3.5. Severability. In the event any part of this Agreement is found to be unenforceable by any court of competent jurisdiction or due to statutory modification, that part shall be deemed severed from this Agreement and the balance of this Agreement shall remain in full force and effect. The Parties shall promptly meet and confer to negotiate mutually agreeable language to reform for the impacted provision.

3.6. Sovereign Immunity. Except to the extent sovereign immunity may be deemed waived by entering into this Agreement, nothing in this Agreement is intended to serve as a waiver of sovereign immunity by the County or the City to the extent sovereign immunity may be applicable.

3.7. Counterparts. This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

(The remainder of this page is intentionally left blank.)

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement: BROWARD COUNTY, signing by and through its County Administrator, authorized to execute same by Board action on the 14th day of December, 2021, and THE CITY OF SUNRISE, signing by and through its Mayor, duly authorized to execute same.

COUNTY

WITNESS:

Tamara Brannon
(Signature)

TAMARA BRANNON

(Print Name of Witness)

Christina Daly
(Signature)

Christina Daly

(Print Name of Witness)



AEA
11/19/2021
County Sunrise Pat Salerno Funding Agreement
593856v3

BROWARD COUNTY, by and through
its County Administrator

By Monica Cepero
County Administrator

23rd day of February, 2022

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

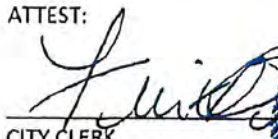
By Annika E. Ashton Digitally signed by Annika E. Ashton
Annika E. Ashton (Date)
Deputy County Attorney

AGREEMENT FOR LOCAL FUNDING OF THE
SAWGRASS EXPRESSWAY PAT SALERNO DRIVE INTERCHANGE
BETWEEN BROWARD COUNTY AND THE CITY OF SUNRISE

CITY

CITY OF SUNRISE

ATTEST:


CITY CLERK
Felicia M. Bravo, City Clerk




CITY MAYOR
Michael Ryan
Print Name
25 day of Jan, 2022

I HEREBY CERTIFY that I have approved
This AGREEMENT as to form and legal
Sufficiency subject to execution by the parties:

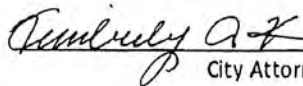

City Attorney

Exhibit A

City Resolution 19-51-21-A

CITY CLERK
CITY OF SUNRISE
JUN 10 AM 9:47

SUNRISE, FLORIDA

RESOLUTION NO. 19-51-21-A

A RESOLUTION OF THE CITY OF SUNRISE, FLORIDA, AMENDING SECTION 1 OF RESOLUTION 19-51-19-A WHICH CLARIFIED RESOLUTION NO. 19-51 AND AUTHORIZED THE CITY MANAGER TO MAKE CERTAIN COMMITMENTS ASSOCIATED WITH THE FLORIDA'S TURNPIKE ENTERPRISE PROJECT TO REDEVELOP THE SAWGRASS EXPRESSWAY INTERCHANGE AT PAT SALERNO DRIVE INTO A FULL ACCESS INTERCHANGE TO AND FROM BOTH THE NORTH AND SOUTH AND EXPRESSED THE CITY'S COMMITMENT TO FUND ITS LOCAL PARTICIPATION, AS AMENDED; DELETING SECTION 3 OF RESOLUTION NO. 19-51 REGARDING THE LOCAL FUNDING AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Sunrise (City) and Broward County (County) have been working since 2015 to have Florida Turnpike Enterprise (FTE) include the construction of a full access interchange at Pat Salerno Drive in its project to widen the Sawgrass Expressway, which currently only provides limited access to and from the south; and

WHEREAS, FTE has expressed interest in construction of a full access interchange at Pat Salerno Drive provided there is local participation in the amount not to exceed \$20 million dollars. In addition, FTE has identified that the local participation would also include any property acquisition and wetlands mitigation associated with the construction of a full access interchange at Pat Salerno Drive; and

WHEREAS, the County Administrator has expressed willingness to present and support a Local Funding Agreement (LFA) between County and FTE to the Broward County Board of County Commissioners prior to the end of the 2021 calendar year per the above WHEREAS clause for the construction of a full access interchange for Pat Salerno Drive; and

WHEREAS, the County Administrator has requested that the City contribute to the local participation as part of the construction of a full access interchange for Pat Salerno Drive; and

WHEREAS, although a full access interchange provides regional benefits to Broward County, the City concurs that there will be benefits to the Western Sunrise Business and Entertainment District; and

KAKRG1008

1

C21269

RESOLUTION NO. 19-51-21-A

underscored words are additions
~~crossed-through~~ words are deletions

WHEREAS, on March 26, 2019, the City's offer of participation was set forth in Resolution No. 19-51 which committed up to \$2 million dollars over 20 years using future Transportation Surtax revenues anticipated by the City for the project; and

WHEREAS, on May 28, 2019, the City passed Resolution No. 19-51-19-A which clarified Section 1 of Resolution No. 19-51 and amended the City's commitment to provide that the City would advance-fund the \$2 million dollars until such time that the \$2 million dollars was reimbursed to the City from Transportation Surtax revenues; and

WHEREAS, the County Administrator has informed the City Manager that the City's commitments in Resolution No. 19-51 and Resolution No. 19-51-19-A, as amended, for a local participation does not provide sufficient assurance as there is no guarantee that the Oversight Committee will support the expenditure of Surtax funds for a full access interchange at Pat Salerno Drive; and

WHEREAS, FTE has recently completed a pond siting report to determine the drainage impacts associated with the construction of a full access interchange for Pat Salerno Drive; and

WHEREAS, the pond siting report identifies several parcels west of the Sawgrass Expressway that are necessary to provide an off-site dry retention pond as part of a full access interchange for Pat Salerno Drive; and

WHEREAS, the City Manager has proposed an alternative local participation where City commits to acquiring the following seven (7) parcels as needed for dry retention (494027010130, 494027010120, 494027010110, 494027010241, 494027010070, 494027010050, and 494027010020); and

WHEREAS, all seven (7) parcels are located west of the Sawgrass Expressway and located underneath the Florida Power and Light high transmission lines; and

WHEREAS, all seven (7) parcels are currently owned by SPI Land Holdings, LLC; and

WHEREAS, SPI Land Holdings, LLC has expressed a willingness to assist the City in utilizing these properties for a full access interchange at Pat Salerno Drive.

NOW THEREFORE, BE IT RESOLVED 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 Resolution.

Section 2. The Sunrise City Commission hereby amends Section 1 of Resolution No. 19-51-19-A as follows:

Section 1. The Sunrise City Commission hereby commits to locally fund ~~a portion of the full access interchange at Pat Salerno Drive and the Sawgrass Expressway by acquiring the following seven (7) properties that have been identified by FTE as required for off-site dry retention pond for the construction of the Pat Salerno Drive:~~

1. ~~494027010130~~
2. ~~494027010120~~
3. ~~494027010110~~
4. ~~494027010241~~
5. ~~494027010070~~
6. ~~494027010050~~
7. ~~494027010020~~

~~The City's commitment to locally fund the full access interchange at Pat Salerno Drive is contingent upon Broward County entering into a LFA with the FTE to construct a full access interchange in accordance with the above WHEREAS clauses. In an amount of \$2 million dollars using future Transportation Surtax revenues anticipated to be prioritized by the Broward Metropolitan Planning Organization (MPO), approved by the Oversight Committee, and received by the City. Should the prioritized and approved Transportation Surtax revenues not be received by the City prior to the date the FTE requires a final local contribution for construction, the City of Sunrise agrees that it will advance fund the \$2 million dollars until such time that the \$2 million dollars is reimbursed to the City from Transportation Surtax revenues.~~

Section 3. Section 3 of Resolution No. 19-51 relating to the City Commission's approval of the Local Funding Agreement is hereby deleted in its entirety.

Section 4. The City Manager is hereby authorized to officially make these commitments to Broward County and Florida's Turnpike Enterprises.

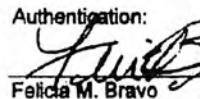
Section 5. Effective Date. This Resolution shall be effective immediately upon its passage.

PASSED AND ADOPTED this 9TH DAY of NOVEMBER, 2021.



Mayor Michael J. Ryan

Authentication:


Felicia M. Bravo
City Clerk



MOTION: KERCH
SECOND: SCUOTTO

DOUGLAS: ABSENT
KERCH: YEA
SCUOTTO: YEA
GUZMAN: YEA
RYAN: YEA

Approved by the City Attorney
as to Form and Legal Sufficiency


Kimberly A. Guzman

KAKRG1008

4

C21280

RESOLUTION NO. 19-81-21-A

underscored words are additions
~~crossed-through~~ words are deletions

Exhibit B

RETENTION PARCELS

Folio Numbers:

494027010130
494027010120
494027010110
494027010241
494027010070
494027010050
494027010020



**FIRST AMENDMENT TO THE AGREEMENT FOR LOCAL FUNDING OF THE SAWGRASS
EXPRESSWAY PAT SALERNO DRIVE INTERCHANGE BETWEEN
BROWARD COUNTY AND THE CITY OF SUNRISE**

This First Amendment ("First Amendment") is entered into by and between Broward County, a political subdivision of the State of Florida ("County"), and the City of Sunrise, a Florida municipal corporation ("City") (collectively referred to as the "Parties").

RECITALS

A. The Parties entered into the Agreement between Broward County and the City of Sunrise for Local Funding of the Sawgrass Expressway Pat Salerno Drive Interchange, dated February 23, 2022 (the "Agreement").

B. The County and FDOT continue to negotiate the Locally Funded Agreement pursuant to which FDOT will accept the Retention Parcels (as defined in the Agreement).

C. The Parties now desire to enter into this First Amendment to modify the time frame for the City Contribution to FDOT.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. The above Recitals are true and correct and are incorporated herein by reference. All capitalized terms not expressly defined within this First Amendment shall retain the meaning ascribed to such terms in the Agreement.
2. Amendments to the Agreement made pursuant to this First Amendment are indicated herein by use of strikethroughs to indicate deletions and bold/underlining to indicate additions. Except as modified herein, all remaining terms and conditions of the Agreement shall remain in full force and effect.
3. Section 2.1 of the Agreement is amended as follows:

2.1 City Contribution. No later than ~~March 31, 2023~~, 120 days after County provides notice to City that County and FDOT have entered into the Locally Funded Agreement as described in section 2.2 (which notice shall include a copy of the fully executed Locally Funded Agreement), City shall acquire and transfer to FDOT, or cause FDOT to acquire directly, at no cost to the FDOT or the County, seven (7) parcels on the west side of the Sawgrass Expressway ("Retention Parcels"), as more particularly described in Exhibit 9 attached hereto and incorporated herein, to be used for drainage or other purposes determined by FDOT related to the drainage necessary for the construction of the Full Interchange. City shall be responsible for all costs related to the acquisition and transfer of the Retention Parcels. City shall not use any federal funds for costs of the acquisition or transfer of the Retention Parcels.

4. In the event of any conflict or ambiguity between this First Amendment and the Agreement, the Parties agree that this First Amendment shall control. The Agreement, as amended herein by this First Amendment, incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein, and the Parties agree that there are no commitments, agreements, or understandings concerning the subject matter hereof that are not contained in the Agreement as amended in this First Amendment. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

5. Preparation of this First Amendment has been a joint effort of the Parties and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than any other.

6. The effective date of this First Amendment shall be the date of complete execution by the Parties.

7. This First Amendment may be executed in counterparts, whether signed physically or electronically, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

8. City represents and warrants that this First Amendment constitutes the legal, valid, binding, and enforceable obligation of City, and that neither the execution nor performance of this First Amendment constitutes a breach of any agreement that City has with any third party or violates any law, rule, regulation, or duty arising in law or equity applicable to City. City further represents and warrants that execution of this First Amendment is within City's legal powers, and each individual executing this First Amendment on behalf of City is duly authorized by all necessary and appropriate action to do so on behalf of City and does so with full legal authority.

(The remainder of this page is blank.)

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the ____ day of _____, 2023, and THE CITY OF SUNRISE, signing by and through its _____, duly authorized to execute same.

COUNTY

ATTEST:

BROWARD COUNTY, by and through
its Board of County Commissioners

By: _____
Broward County Administrator, as
ex officio Clerk of the Broward County
Board of County Commissioners

By: _____
Mayor
____ day of _____, 20__

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

By _____
Annika E. Ashton (Date)
Deputy County Attorney

AEA/KR
03/02/2023
County Sunrise Pat Salerno Funding Agreement – First Amendment

**FIRST AMENDMENT TO THE AGREEMENT BETWEEN BROWARD COUNTY AND THE CITY OF
SUNRISE FOR LOCAL FUNDING OF THE SAWGRASS EXPRESSWAY PAT SALERNO DRIVE
INTERCHANGE**

CITY

CITY OF SUNRISE

ATTEST:

By: _____
CITY MAYOR

CITY CLERK

Print Name

_____ day of _____, 2023

I HEREBY CERTIFY that I have approved
This FIRST AMENDMENT as to form and legal
Sufficiency subject to execution by the parties.

City Attorney



**FIRST AMENDMENT TO THE AGREEMENT FOR LOCAL FUNDING OF THE SAWGRASS
EXPRESSWAY PAT SALERNO DRIVE INTERCHANGE BETWEEN
BROWARD COUNTY AND THE CITY OF SUNRISE**

This First Amendment ("First Amendment") is entered into by and between Broward County, a political subdivision of the State of Florida ("County"), and the City of Sunrise, a Florida municipal corporation ("City") (collectively referred to as the "Parties").

RECITALS

A. The Parties entered into the Agreement between Broward County and the City of Sunrise for Local Funding of the Sawgrass Expressway Pat Salerno Drive Interchange, dated February 23, 2022 (the "Agreement").

B. The County and FDOT continue to negotiate the Locally Funded Agreement pursuant to which FDOT will accept the Retention Parcels (as defined in the Agreement).

C. The Parties now desire to enter into this First Amendment to modify the time frame for the City Contribution to FDOT.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. The above Recitals are true and correct and are incorporated herein by reference. All capitalized terms not expressly defined within this First Amendment shall retain the meaning ascribed to such terms in the Agreement.

2. Amendments to the Agreement made pursuant to this First Amendment are indicated herein by use of strikethroughs to indicate deletions and bold/underlining to indicate additions. Except as modified herein, all remaining terms and conditions of the Agreement shall remain in full force and effect.

3. Section 2.1 of the Agreement is amended as follows:

2.1 City Contribution. No later than ~~March 31, 2023~~, 120 days after County provides notice to City that County and FDOT have entered into the Locally Funded Agreement as described in section 2.3 (which notice shall include a copy of the fully executed Locally Funded Agreement), City shall acquire and transfer to FDOT, or cause FDOT to acquire directly, at no cost to the FDOT or the County, seven (7) parcels on the west side of the Sawgrass Expressway ("Retention Parcels"), as more particularly described in Exhibit B, attached hereto and incorporated herein, to be used for drainage or other purposes determined by FDOT related to the drainage necessary for the construction of the Full Interchange. City shall be responsible for all costs related to the acquisition and transfer of the Retention Parcels. City shall not use any federal funds for costs of the acquisition or transfer of the Retention Parcels.

4. In the event of any conflict or ambiguity between this First Amendment and the Agreement, the Parties agree that this First Amendment shall control. The Agreement, as amended herein by this First Amendment, incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein, and the Parties agree that there are no commitments, agreements, or understandings concerning the subject matter hereof that are not contained in the Agreement as amended in this First Amendment. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

5. Preparation of this First Amendment has been a joint effort of the Parties and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than any other.

6. The effective date of this First Amendment shall be the date of complete execution by the Parties.

7. This First Amendment may be executed in counterparts, whether signed physically or electronically, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

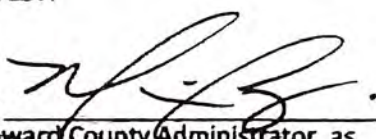
8. City represents and warrants that this First Amendment constitutes the legal, valid, binding, and enforceable obligation of City, and that neither the execution nor performance of this First Amendment constitutes a breach of any agreement that City has with any third party or violates any law, rule, regulation, or duty arising in law or equity applicable to City. City further represents and warrants that execution of this First Amendment is within City's legal powers, and each individual executing this First Amendment on behalf of City is duly authorized by all necessary and appropriate action to do so on behalf of City and does so with full legal authority.

(The remainder of this page is blank.)

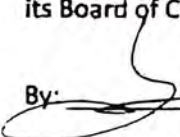
IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the 14th day of March, 2023, and THE CITY OF SUNRISE, signing by and through its Mayor, duly authorized to execute same.

COUNTY

ATTEST:

By: 
Broward County Administrator, as
ex officio Clerk of the Broward County
Board of County Commissioners

BROWARD COUNTY, by and through
its Board of County Commissioners

By: 
Mayor
29th day of March, 2023

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



By: Annika E. Ashton Digitally signed by Annika E. Ashton
Date: 2023.03.27 15:20:40 -0400
Annika E. Ashton (Date)
Deputy County Attorney

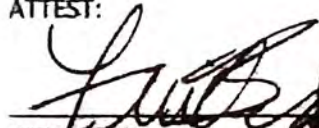
AEA/KR
02/27/2023
County Sunrise Pat Salerno Funding Agreement – First Amendment

**FIRST AMENDMENT TO THE AGREEMENT BETWEEN BROWARD COUNTY AND THE CITY OF
SUNRISE FOR LOCAL FUNDING OF THE SAWGRASS EXPRESSWAY PAT SALERNO DRIVE
INTERCHANGE**

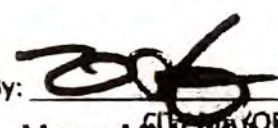
CITY

CITY OF SUNRISE

ATTEST:


CITY CLERK
Patricia M. Bravo, City Clerk



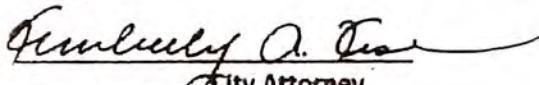
By: 

Mayor Michael J. Ryan

Print Name

24th day of March, 2023

I HEREBY CERTIFY that I have approved
This FIRST AMENDMENT as to form and legal
Sufficiency subject to execution by the parties:


City Attorney

From: [Mahoney, Lary](#)
To: ["David Siegel \(david.siegel@stiles.com\)"](#)
Subject: BB&T Center Redevelopment Ad Hoc Advisory Council
Date: Monday, January 13, 2020 10:11:26 AM

Members of the BB&T Center Redevelopment Ad Hoc Advisory Committee:

In regards to Sunrise's Mayor Ryan's email, I would like to update everyone as to where the County is in its master planning for the BB&T Center's redevelopment.

The County, at the end of December, completed its work with the architectural firm CallisonRTKL. CallisonRTKL completed two master plans for the BB&T Center, one with the arena remaining and one with the arena being torn down at a future date. The plans that were shown at our last meeting are basically the same, with minor refinements along with renderings of what the development could look like at full build-out.

Before the County will be able to make a final presentation of the plans to the Ad Hoc Advisory Committee, we will be presenting the CallisonRTKL work to our County Commissioners for their review and comments. As soon as this takes place the County will set up a presentation to the Ad Hoc Advisory Committee.

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I hope to be able to schedule our next meeting sometime during the first quarter of 2020. If you should have any questions please feel free to contact me at the below telephone number.

Thanks,
Lary Mahoney



Lary S. Mahoney
County Administration
Director of Real Estate Development
115 S. Andrews Avenue, Room 409C Fort Lauderdale, Florida 33301
Office: 954-357-7357
Cell: 954-268-8223

From: Ryan, Michael <MRyan@sunrisefl.gov>
Sent: Saturday, January 11, 2020 6:12 AM
To: Mahoney, Lary <LMAHONEY@broward.org>
Cc: Rich, Nan <NRICH@broward.org>; mccaffreys@floridapanthers.com;
fullertona@floridapanthers.com; EmbreyT@floridapanthers.com; sawgrassboard@aol.com;
dgott@simon.com; kneal@amli.com; John.J.Betancourt1@aexp.com; david.siegel@stiles.com;
mikecostan1@yahoo.com; ecollazo@metropicadev.com; Stephanie.ODonnell@stiles.com;
joseph@kgroupholdings.com; bswindell@gflalliance.org; executivedirector@sunrisechamber.org;
dholmes@plantation.org; Salamon, Richard <RSalamon@sunrisefl.gov>; Lubelski, Mark
<MLubelski@sunrisefl.gov>; Ley, Shannon <SLey@sunrisefl.gov>; Lawrence, Lourdes
<LLawrence@sunrisefl.gov>
Subject: Re: BB&T Center Redevelopment Ad Hoc Advisory Council Update and Meeting

External Email

Good morning Mr. Mahoney,

Following up on this inquiry and request.

Best,

Mike

From: Ryan, Michael

Sent: Monday, January 6, 2020 4:51 PM

To: Mahoney, Lary

Cc: nrich@broward.org; mccaffreys@floridapanthers.com; fullertona@floridapanthers.com; EmbreyT@floridapanthers.com; sawgrassboard@aol.com; dgott@simon.com; kneal@amli.com; John.J.Betancourt1@aexp.com; david.siegel@stiles.com; mikecostan1@yahoo.com; ecollazo@metropicadev.com; Stephanie.ODonnell@stiles.com; joseph@kgroupholdings.com; bswindell@gflalliance.org; executivedirector@sunrisechamber.org; dholmes@plantation.org;

Salamon, Richard; Lubelski, Mark; Ley, Shannon; Lawrence, Lourdes

Subject: BB&T Center Redevelopment Ad Hoc Advisory Council Update and Meeting

Good afternoon,

Happy New Years. Hope you had a happy holiday season.

It has been sometime since we have had an update. Therefore, I would like to convene a meeting to see where we are on the plans regarding the BB&T Center Redevelopment.

Please advise if you are available in the next few weeks.

Best regards,

Mike

From: [Mahoney, Lary](#)
To: ["Ryan, Michael"](#); [Rich, Nan](#); [Matthew Caldwell \(caldwellm@floridapanthers.com\)](#); [Sean McCaffery](#); [Tom Embrey \(embreyt@FloridaPanthers.com\)](#); [David Gott \(dgott@simon.com\)](#); [John Betancourt \(John.J.Betancourt1@aexp.com\)](#); [David Siegal](#); [Joseph Kavana \(joseph@kgroupholdings.com\)](#); [Steve Lindsley; executivedirector@sunrisechamber.org](#)
Cc: [mikecostan1@yahoo.com](#); [bswindell@gflalliance.org](#); [Salamon, Richard](#)
Subject: BB&T Center Redevelopment Ad Hoc Advisory Council
Date: Monday, January 13, 2020 10:05:53 AM

Members of the BBB&T Center Redevelopment Ad Hoc Advisory Committee:

In regards to Sunrise's Mayor Ryan's email, I would like to update everyone as to where the County is in its master planning for the BB&T Center's redevelopment.

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Before the County will be able to make a final presentation of the plans to the Ad Hoc Advisory Committee, we will be presenting the CallisonRTKL work to our County Commissioners for their review and comments. As soon as this takes place the County will set up a presentation to the Ad Hoc Advisory Committee.

The two other major open issues that were discussed at our last meeting were: what is happening regarding the Pat Salerno Drive and Sawgrass Expressway interchange; and will the Florida Panthers remain in Sunrise or look to move.

Regarding the Pat Salerno Drive and Sawgrass Expressway interchange, the County and City are still waiting to hear if the State will provide additional funding for the design and construction of the interchange than was originally offered by the Florida Turnpike Authority. Both the County and City have been lobbying the State for more funding and we have been told it is under consideration and an announcement will be forthcoming. After months of hearing the announcement will be up-coming any day, we still have no answer from the State.

The Florida Panthers Hockey Club and the Arena Operating Company have a License and Operating Agreement with the County, which expires in June 2028, with options for early terminations beginning in 2023. Presently the Florida Panthers Hockey Club and the Arena Operating Company are in full compliance with the Agreements. The Panthers have acknowledged that they are considering relocating from the BB&T Center to Fort Lauderdale. At this time the County has no knowledge if the Panthers will move or not. This is a business decision only the Panthers will make.

I hope to be able to schedule our next meeting sometime during the first quarter of 2020. If you should have any questions please feel free to contact me at the below telephone number.

Thanks,
Lary Mahoney



Lary S. Mahoney
County Administration
Director of Real Estate Development
115 S. Andrews Avenue, Room 409C Fort Lauderdale, Florida 33301
Office: 954-357-7357
Cell: 954-268-8223

From: Ryan, Michael <MRyan@sunrisefl.gov>
Sent: Saturday, January 11, 2020 6:12 AM
To: Mahoney, Lary <LMAHONEY@broward.org>
Cc: Rich, Nan <NRICH@broward.org>; mccaffreys@floridapanthers.com; fullertona@floridapanthers.com; EmbreyT@floridapanthers.com; sawgrassboard@aol.com; dgott@simon.com; kneal@amli.com; John.J.Betancourt1@aexp.com; david.siegel@stiles.com; mikecostan1@yahoo.com; ecollazo@metropicadev.com; Stephanie.ODonnell@stiles.com; joseph@kgroupholdings.com; bswindell@gflalliance.org; executivedirector@sunrisechamber.org; dholmes@plantation.org; Salamon, Richard <RSalamon@sunrisefl.gov>; Lubelski, Mark <MLubelski@sunrisefl.gov>; Ley, Shannon <SLey@sunrisefl.gov>; Lawrence, Lourdes <LLawrence@sunrisefl.gov>
Subject: Re: BB&T Center Redevelopment Ad Hoc Advisory Council Update and Meeting

External Email

Good morning Mr. Mahoney,

Following up on this inquiry and request.

Best,

Mike

From: Ryan, Michael

Sent: Monday, January 6, 2020 4:51 PM

To: Mahoney, Lary

Cc: nrich@broward.org; mccaffreys@floridapanthers.com; fullertona@floridapanthers.com; EmbreyT@floridapanthers.com; sawgrassboard@aol.com; dgott@simon.com; kneal@amli.com; John.J.Betancourt1@aexp.com; david.siegel@stiles.com; mikecostan1@yahoo.com; ecollazo@metropicadev.com; Stephanie.ODonnell@stiles.com; joseph@kgroupholdings.com; bswindell@gflalliance.org; executivedirector@sunrisechamber.org; dholmes@plantation.org;

Salamon, Richard; Lubelski, Mark; Ley, Shannon; Lawrence, Lourdes

Subject: BB&T Center Redevelopment Ad Hoc Advisory Council Update and Meeting

Good afternoon,

Happy New Years. Hope you had a happy holiday season.

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Best regards,

Mike

From: [Mahoney, Lary](#)
To: ["Steve Lindsley \(sawgrassboard@aol.com\)"](#)
Subject: BB&T Center Redevelopment Ad Hoc Advisory Council
Date: Monday, January 13, 2020 10:08:49 AM

Members of the BB&T Center Redevelopment Ad Hoc Advisory Committee:

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Thanks,

Lary Mahoney



Lary S. Mahoney
County Administration
Director of Real Estate Development
115 S. Andrews Avenue, Room 409C Fort Lauderdale, Florida 33301
Office: 954-357-7357
Cell: 954-268-8223

From: Ryan, Michael <MRyan@sunrisefl.gov>
Sent: Saturday, January 11, 2020 6:12 AM
To: Mahoney, Lary <LMAHONEY@broward.org>
Cc: Rich, Nan <NRICH@broward.org>; mccaffreys@floridapanthers.com;
fullertona@floridapanthers.com; EmbreyT@floridapanthers.com; sawgrassboard@aol.com;
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dholmes@plantation.org; Salamon, Richard <RSalamon@sunrisefl.gov>; Lubelski, Mark
<MLubelski@sunrisefl.gov>; Ley, Shannon <SLey@sunrisefl.gov>; Lawrence, Lourdes
<LLawrence@sunrisefl.gov>
Subject: Re: BB&T Center Redevelopment Ad Hoc Advisory Council Update and Meeting

External Email

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Following up on this inquiry and request.

Best,

Mike

From: Ryan, Michael

Sent: Monday, January 6, 2020 4:51 PM

To: Mahoney, Lary

Cc: nrich@broward.org; mccaffreys@floridapanthers.com; fullertona@floridapanthers.com; EmbreyT@floridapanthers.com; sawgrassboard@aol.com; dgott@simon.com; kneal@amli.com; John.J.Betancourt1@aexp.com; david.siegel@stiles.com; mikecostan1@yahoo.com; ecollazo@metropicadev.com; Stephanie.ODonnell@stiles.com; joseph@kgroupholdings.com; bswindell@gflalliance.org; executivedirector@sunrisechamber.org; dholmes@plantation.org;

Salamon, Richard; Lubelski, Mark; Ley, Shannon; Lawrence, Lourdes

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Best regards,

Mike

From: [Mahoney, Lary](#)
To: ["Sean McCaffrey \(mccaffreys@floridapanthers.com\)"](#)
Subject: BB&T Center Redevelopment Ad Hoc Advisory Council
Date: Monday, January 13, 2020 10:10:20 AM

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Lary S. Mahoney
County Administration
Director of Real Estate Development
115 S. Andrews Avenue, Room 409C Fort Lauderdale, Florida 33301
Office: 954-357-7357
Cell: 954-268-8223

From: Ryan, Michael <MRyan@sunrisefl.gov>
Sent: Saturday, January 11, 2020 6:12 AM
To: Mahoney, Lary <LMAHONEY@broward.org>
Cc: Rich, Nan <NRICH@broward.org>; mccaffreys@floridapanthers.com;
fullertona@floridapanthers.com; EmbreyT@floridapanthers.com; sawgrassboard@aol.com;
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mikecostan1@yahoo.com; ecollazo@metropicadev.com; Stephanie.ODonnell@stiles.com;
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dholmes@plantation.org; Salamon, Richard <RSalamon@sunrisefl.gov>; Lubelski, Mark
<MLubelski@sunrisefl.gov>; Ley, Shannon <SLey@sunrisefl.gov>; Lawrence, Lourdes
<LLawrence@sunrisefl.gov>
Subject: Re: BB&T Center Redevelopment Ad Hoc Advisory Council Update and Meeting

External Email

Good morning Mr. Mahoney,

Following up on this inquiry and request.

Best,

Mike

From: Ryan, Michael

Sent: Monday, January 6, 2020 4:51 PM

To: Mahoney, Lary

Cc: nrich@broward.org; mccaffreys@floridapanthers.com; fullertona@floridapanthers.com; EmbreyT@floridapanthers.com; sawgrassboard@aol.com; dgott@simon.com; kneal@amli.com; John.J.Betancourt1@aexp.com; david.siegel@stiles.com; mikecostan1@yahoo.com; ecollazo@metropicadev.com; Stephanie.ODonnell@stiles.com; joseph@kgroupholdings.com; bswindell@gflalliance.org; executivedirector@sunrisechamber.org; dholmes@plantation.org;

Salamon, Richard; Lubelski, Mark; Ley, Shannon; Lawrence, Lourdes

Subject: BB&T Center Redevelopment Ad Hoc Advisory Council Update and Meeting

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Please advise if you are available in the next few weeks.

Best regards,

Mike

From: [Mahoney, Lary](#)
To: [Tom Embrey \(embreyt@FloridaPanthers.com\)](mailto:embreyt@FloridaPanthers.com)
Subject: BB&T Center redevelopment Ad Hoc Advisory Committee Meeting
Date: Friday, February 28, 2020 10:17:26 AM

Hi Tom,

I will be scheduling our Ad Hoc Advisory Committee meeting for Tuesday, March 17th at the BB&T Center. I will get with you're a at least a week before to go over the seating we will need and the monitor needed for the presentation.

Thanks,

Lary



Lary S. Mahoney
County Administration
Director of Real Estate Development
115 S. Andrews Avenue, Room 409C
Fort Lauderdale, Florida 33301
Office: 954-357-7357
Cell: 954-268-8223

From: Mahoney, Lary
Sent: Thursday, February 27, 2020 10:01 AM
To: Tom Embrey (embreyt@FloridaPanthers.com) <embreyt@FloridaPanthers.com>
Subject: BB&T Center redevelopment Ad Hoc Advisory Committee Meeting

Hi Tom,

I am trying to schedule a date for the BB&T Center Ad Hoc Advisory Committee to meet. If possible I would like to use the large conference room at the BB&T Center which we have used before. Would this room be available for our use from 1:30 to 4:30 on either Tuesday, March 17th or Friday, March 20th?

Thanks,

Lary



Lary S. Mahoney
County Administration
Director of Real Estate Development
115 S. Andrews Avenue, Room 409C

Fort Lauderdale, Florida 33301

Office: 954-357-7357

Cell: 954-268-8223

From: [Mahoney, Lary](#)
To: [Brian Feuer \(executivedirector@sunrisechamber.org\)](mailto:executivedirector@sunrisechamber.org)
Subject: BB&T Center Redevelopment Ad Hoc Advisory Council Meeting
Date: Friday, February 28, 2020 10:34:53 AM
Attachments: [BBT Center Executive Parking Lot \(002\).jpg](#)

Good Morning Brian,

We have scheduled a meeting of the BB&T Center Ad Hoc Advisory Council for March 17, 2020 from 2:00 PM to 4:00PM at the Panthers' office in the BB&T Center Arena. The agenda will be a presentation of the final master plan design work for the BB&T Center's redevelopment that was presented by CallisonRTKL to the Broward County Commissioners and the City of Sunrise Commissioners on February 25th.

Attached is a parking map for the BB&T Center. It is best to park in the green shaded "Executive Lot" on the back side of the BB&T Center next to Security. The best way to get to the Executive Lot is through gate 1 or gate 7. Please park in a visitor's spot, if open, and enter the arena through the VIP glass doors to check in with the Panthers' receptionist.

On behalf of the Broward County, I would like to thank you for taking your valuable time for your continued involvement with our Advisory Council and we look forward to your input and thoughts. Would you please confirm your attendance?

Thanks,
Lary Mahoney



Lary S. Mahoney
County Administration
Director of Real Estate Development
115 S. Andrews Avenue, Room 409C
Fort Lauderdale, Florida 33301
Office: 954-357-7357
Cell: 954-268-8223

From: [Mahoney, Lary](#)
To: [Bob Swindell \(bswindell@gflalliance.org\)](mailto:bswindell@gflalliance.org)
Subject: BB&T Center Redevelopment Ad Hoc Advisory Council Meeting
Date: Friday, February 28, 2020 10:29:18 AM
Attachments: [BBT Center Executive Parking Lot \(002\).jpg](#)

Good Morning Bob,

We have scheduled a meeting of the BB&T Center Ad Hoc Advisory Council for March 17, 2020 from 2:00 PM to 4:00PM at the Panthers' office in the BB&T Center Arena. The agenda will be a presentation of the final master plan design work for the BB&T Center's redevelopment that was presented by CallisonRTKL to the Broward County Commissioners and the City of Sunrise Commissioners on February 25th.

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On behalf of the Broward County, I would like to thank you for taking your valuable time for your continued involvement with our Advisory Council and we look forward to your input and thoughts. Would you please confirm your attendance?

Thanks,
Lary Mahoney



Lary S. Mahoney
County Administration
Director of Real Estate Development
115 S. Andrews Avenue, Room 409C
Fort Lauderdale, Florida 33301
Office: 954-357-7357
Cell: 954-268-8223

From: [Mahoney, Lary](#)
To: [Joseph Kavana \(joseph@kgroupholdings.com\)](mailto:joseph@kgroupholdings.com)
Subject: BB&T Center Redevelopment Ad Hoc Advisory Council Meeting
Date: Friday, February 28, 2020 10:28:02 AM
Attachments: [BBT Center Executive Parking Lot \(002\).jpg](#)

Good Morning Joseph,

We have scheduled a meeting of the BB&T Center Ad Hoc Advisory Council for March 17, 2020 from 2:00 PM to 4:00PM at the Panthers' office in the BB&T Center Arena. The agenda will be a presentation of the final master plan design work for the BB&T Center's redevelopment that was presented by CallisonRTKL to the Broward County Commissioners and the City of Sunrise Commissioners on February 25th.

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Thanks,
Lary Mahoney



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Fort Lauderdale, Florida 33301
Office: 954-357-7357
Cell: 954-268-8223

From: [Mahoney, Lary](#)
To: [John Betancourt \(John.J.Betancourt1@aexp.com\)](mailto:John.J.Betancourt1@aexp.com)
Subject: BB&T Center Redevelopment Ad Hoc Advisory Council Meeting
Date: Friday, February 28, 2020 10:27:00 AM
Attachments: [BBT Center Executive Parking Lot \(002\).jpg](#)

Good Morning John,

We have scheduled a meeting of the BB&T Center Ad Hoc Advisory Council for March 17, 2020 from 2:00 PM to 4:00PM at the Panthers' office in the BB&T Center Arena. The agenda will be a presentation of the final master plan design work for the BB&T Center's redevelopment that was presented by CallisonRTKL to the Broward County Commissioners and the City of Sunrise Commissioners on February 25th.

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Thanks,
Lary Mahoney



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115 S. Andrews Avenue, Room 409C
Fort Lauderdale, Florida 33301
Office: 954-357-7357
Cell: 954-268-8223

From: [Mahoney, Lary](#)
To: [Richard Salamon - City of Sunrise \(RSalamon@sunrisefl.gov\)](mailto:RSalamon@sunrisefl.gov)
Subject: BB&T Center Redevelopment Ad Hoc Advisory Council Meeting
Date: Friday, February 28, 2020 10:26:00 AM
Attachments: [BBT Center Executive Parking Lot \(002\).jpg](#)

Good Morning Richard,

We have scheduled a meeting of the BB&T Center Ad Hoc Advisory Council for March 17, 2020 from 2:00 PM to 4:00PM at the Panthers' office in the BB&T Center Arena. The agenda will be a presentation of the final master plan design work for the BB&T Center's redevelopment that was presented by CallisonRTKL to the Broward County Commissioners and the City of Sunrise Commissioners on February 25th.

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Thanks,
Lary Mahoney



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Director of Real Estate Development
115 S. Andrews Avenue, Room 409C
Fort Lauderdale, Florida 33301
Office: 954-357-7357
Cell: 954-268-8223

From: [Mahoney, Lary](#)
To: [Steve Lindsley \(sawgrassboard@aol.com\)](mailto:Steve.Lindsley@sawgrassboard@aol.com)
Subject: BB&T Center Redevelopment Ad Hoc Advisory Council Meeting
Date: Friday, February 28, 2020 10:25:04 AM
Attachments: [BBT Center Executive Parking Lot \(002\).jpg](#)

Good Morning Steve,

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Thanks,
Lary Mahoney



Lary S. Mahoney
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Director of Real Estate Development
115 S. Andrews Avenue, Room 409C
Fort Lauderdale, Florida 33301
Office: 954-357-7357
Cell: 954-268-8223

From: [Mahoney, Lary](#)
To: [David Gott \(dgott@simon.com\)](mailto:dgott@simon.com)
Subject: BB&T Center Redevelopment Ad Hoc Advisory Council Meeting
Date: Friday, February 28, 2020 10:22:37 AM
Attachments: [BBT Center Executive Parking Lot \(002\).jpg](#)

Good Morning David,

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Thanks,
Lary Mahoney



Lary S. Mahoney
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Fort Lauderdale, Florida 33301
Office: 954-357-7357
Cell: 954-268-8223

From: [Mahoney, Lary](#)
To: [Tom Embrey \(embreyt@FloridaPanthers.com\)](mailto:embreyt@FloridaPanthers.com)
Subject: BB&T Center Redevelopment Ad Hoc Advisory Council Meeting
Date: Friday, February 28, 2020 10:21:44 AM
Attachments: [BBT Center Executive Parking Lot \(002\).jpg](#)

Good Morning Tom,

We have scheduled a meeting of the BB&T Center Ad Hoc Advisory Council for March 17, 2020 from 2:00 PM to 4:00PM at the Panthers' office in the BB&T Center Arena. The agenda will be a presentation of the final master plan design work for the BB&T Center's redevelopment that was presented by CallisonRTKL to the Broward County Commissioners and the City of Sunrise Commissioners on February 25th.

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Thanks,
Lary Mahoney



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115 S. Andrews Avenue, Room 409C
Fort Lauderdale, Florida 33301
Office: 954-357-7357
Cell: 954-268-8223

From: [Mahoney, Lary](#)
To: [Sean McCaffrey \(mccaffreys@floridapanthers.com\)](mailto:mccaffreys@floridapanthers.com)
Subject: BB&T Center Redevelopment Ad Hoc Advisory Council Meeting
Date: Friday, February 28, 2020 10:20:45 AM
Attachments: [BBT Center Executive Parking Lot \(002\).jpg](#)

Good Morning Sean,

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Thanks,
Lary Mahoney



Lary S. Mahoney
County Administration
Director of Real Estate Development
115 S. Andrews Avenue, Room 409C
Fort Lauderdale, Florida 33301
Office: 954-357-7357
Cell: 954-268-8223

From: [Mahoney, Lary](#)
To: [Matthew Caldwell \(caldwellm@floridapanthers.com\)](mailto:caldwellm@floridapanthers.com)
Subject: BB&T Center Redevelopment Ad Hoc Advisory Council Meeting
Date: Friday, February 28, 2020 9:22:21 AM
Attachments: [BBT Center Executive Parking Lot \(002\).jpg](#)

Good Morning Matt,

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Thanks,
Lary Mahoney



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County Administration
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115 S. Andrews Avenue, Room 409C
Fort Lauderdale, Florida 33301
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Cell: 954-268-8223

From: [Mahoney, Lary](#)
To: [Henry, Bertha](#)
Subject: BB&T Center Redevelopment Ad Hoc Advisory Council Meeting
Date: Friday, February 28, 2020 9:21:26 AM
Attachments: [BBT Center Executive Parking Lot \(002\).jpg](#)

Good Morning Bertha,

We have scheduled a meeting of the BB&T Center Ad Hoc Advisory Council for March 17, 2020 from 2:00 PM to 4:00PM at the Panthers' office in the BB&T Center Arena. The agenda will be a presentation of the final master plan design work for the BB&T Center's redevelopment that was presented by CallisonRTKL to the Broward County Commissioners and the City of Sunrise Commissioners on February 25th.

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Thanks,
Lary Mahoney



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From: [Mahoney, Lary](#)
To: [Rich, Nan](#)
Subject: BB&T Center Redevelopment Ad Hoc Advisory Council Meeting
Date: Friday, February 28, 2020 9:20:19 AM
Attachments: [BBT Center Executive Parking Lot \(002\).jpg](#)

Good Morning Senator Rich,

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Thanks,
Lary Mahoney



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Fort Lauderdale, Florida 33301
Office: 954-357-7357
Cell: 954-268-8223

From: [Mahoney, Lary](#)
To: [Michael Ryan \(mryan@sunrisefl.gov\)](mailto:mryan@sunrisefl.gov)
Subject: BB&T Center Redevelopment Ad Hoc Advisory Council Meeting
Date: Friday, February 28, 2020 9:18:22 AM
Attachments: [BBT Center Executive Parking Lot \(002\).jpg](#)

Good Morning Mayor Ryan,

We have scheduled a meeting of the BB&T Center Ad Hoc Advisory Council for March 17, 2020 from 2:00 PM to 4:00PM at the Panthers' office in the BB&T Center Arena. The agenda will be a presentation of the final master plan design work for the BB&T Center's redevelopment that was presented by CallisonRTKL to the Broward County Commissioners and the City of Sunrise Commissioners on February 25th.

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Thanks,
Lary Mahoney



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County Administration
Director of Real Estate Development
115 S. Andrews Avenue, Room 409C
Fort Lauderdale, Florida 33301
Office: 954-357-7357
Cell: 954-268-8223

From: [Mahoney, Lary](#)
To: [Cepero, Monica](#)
Subject: BB&T Center Redevelopment Ad Hoc Advisory Council Meeting
Date: Friday, February 28, 2020 11:09:27 AM
Attachments: [BBT Center Executive Parking Lot \(002\).jpg](#)

Good Morning Monica,

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Lary Mahoney



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From: [Mahoney, Lary](#)
To: [Mike Costanzo \(Mikecostan1@yahoo.com\)](#)
Subject: Center Redevelopment Ad Hoc Advisory Council Meeting
Date: Friday, February 28, 2020 10:54:44 AM
Attachments: [BBT Center Executive Parking Lot \(002\).jpg](#)

Good Morning Mike,

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Office: 954-357-7357
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From: [Mahoney, Lary](#)
To: [Richardson, Kristina](#)
Subject: Center Redevelopment Ad Hoc Advisory Council Meeting
Date: Friday, February 28, 2020 10:48:02 AM
Attachments: [BBT Center Executive Parking Lot \(002\).jpg](#)

Good Morning Kristina,

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Lary Mahoney



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From: [Mahoney, Lary](#)
To: [Thomson, Matthew](#)
Subject: Center Redevelopment Ad Hoc Advisory Council Meeting
Date: Friday, February 28, 2020 10:36:36 AM
Attachments: [BBT Center Executive Parking Lot \(002\).jpg](#)

Good Morning Matthew,

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From: [Mahoney, Lary](#)
To: [David Siegel \(david.siegel@stiles.com\)](mailto:david.siegel@stiles.com)
Subject: Center Redevelopment Ad Hoc Advisory Council Meeting
Date: Friday, February 28, 2020 10:23:55 AM
Attachments: [BBT Center Executive Parking Lot \(002\).jpg](#)

Good Morning David,

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Lary Mahoney



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County Administration
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From: [Mahoney, Lary](#)
To: [Michael Friedman \(michael.friedman@glcommercial.com\)](#)
Subject: Center Redevelopment Ad Hoc Advisory Council Meeting
Date: Friday, February 28, 2020 11:07:10 AM
Attachments: [BBT Center Executive Parking Lot \(002\).jpg](#)

Good Morning Mike,

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On behalf of the Broward County, I would like to thank you for taking your valuable time for your continued involvement with our Advisory Council and we look forward to your input and thoughts. I do not have Misha's email address, so would you please invite him on my behalf.

Would you please confirm your attendance?

Thanks,
Lary Mahoney



Lary S. Mahoney
County Administration
Director of Real Estate Development
115 S. Andrews Avenue, Room 409C
Fort Lauderdale, Florida 33301
Office: 954-357-7357
Cell: 954-268-8223

From: [Mahoney, Lary](#)
To: [Mahoney, Lary](#)
Subject: RE: BB&T Center redevelopment Ad Hoc Advisory Committee Meeting
Date: Friday, February 28, 2020 10:16:39 AM

Hi Tom,

I will be scheduling our Ad Hoc Advisory Committee meeting for Tuesday, March 17th at the BB&T Center. I will get with you're a at least a week before to go over the seating we will need and the monitor needed for the presentation.

Thanks,

Lary



Lary S. Mahoney
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Fort Lauderdale, Florida 33301
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Cell: 954-268-8223

From: Mahoney, Lary
Sent: Thursday, February 27, 2020 10:01 AM
To: Tom Embrey (embreyt@FloridaPanthers.com) <embreyt@FloridaPanthers.com>
Subject: BB&T Center redevelopment Ad Hoc Advisory Committee Meeting

Hi Tom,

I am trying to schedule a date for the BB&T Center Ad Hoc Advisory Committee to meet. If possible I would like to use the large conference room at the BB&T Center which we have used before. Would this room be available for our use from 1:30 to 4:30 on either Tuesday, March 17th or Friday, March 20th?

Thanks,

Lary



Lary S. Mahoney
County Administration
Director of Real Estate Development
115 S. Andrews Avenue, Room 409C

Fort Lauderdale, Florida 33301
Office: 954-357-7357
Cell: 954-268-8223

From: [sawgrassboard](#)
To: [Mahoney, Lary](#)
Subject: RE: BB&T Center Redevelopment Ad Hoc Advisory Council Meeting
Date: Friday, February 28, 2020 12:18:07 PM

External Email

I'll plan on attending, thanks.

Sent from my Sprint Samsung Galaxy S9.

----- Original message -----

From: "Mahoney, Lary" <LMAHONEY@broward.org>
Date: 2/28/20 10:25 AM (GMT-05:00)
To: "Steve Lindsley (sawgrassboard@aol.com)" <sawgrassboard@aol.com>
Subject: BB&T Center Redevelopment Ad Hoc Advisory Council Meeting

Good Morning Steve,

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Thanks,

Lary Mahoney



Lary S. Mahoney

County Administration

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Under Florida law, most e-mail messages to or from Broward County employees or officials are public records, available to any person upon request, absent an exemption. Therefore, any e-mail message to or from the County, inclusive of e-mail addresses contained therein, may be subject to public disclosure.

From: [Mike](#)
To: [Mahoney, Lary](#)
Subject: Re: Center Redevelopment Ad Hoc Advisory Council Meeting
Date: Friday, February 28, 2020 11:23:55 AM

External Email

Hi Lary,

I will be there for the March 17th meeting. Thank you for the invite. I am looking forward to seeing the new designs.

Mike C.

Sent from my iPad

On Feb 28, 2020, at 10:54 AM, Mahoney, Lary <LMAHONEY@broward.org> wrote:

Good Morning Mike,

We have scheduled a meeting of the BB&T Center Ad Hoc Advisory Council for March 17, 2020 from 2:00 PM to 4:00PM at the Panthers' office in the BB&T Center Arena. The agenda will be a presentation of the final master plan design work for the BB&T Center's redevelopment that was presented by CallisonRTKL to the Broward County Commissioners and the City of Sunrise Commissioners on February 25th.

Attached is a parking map for the BB&T Center. It is best to park in the green shaded "Executive Lot" on the back side of the BB&T Center next to Security. The best way to get to the Executive Lot is through gate 1 or gate 7. Please park in a visitor's spot, if open, and enter the arena through the VIP glass doors to check in with the Panthers' receptionist.

On behalf of the Broward County, I would like to thank you for taking your valuable time for your continued involvement with our Advisory Council and we look forward to your input and thoughts. Would you please confirm your attendance?

Thanks,
Lary Mahoney

<image002.jpg>

Lary S. Mahoney
County Administration
Director of Real Estate Development
115 S. Andrews Avenue, Room 409C
Fort Lauderdale, Florida 33301
Office: 954-357-7357
Cell: 954-268-8223

Under Florida law, most e-mail messages to or from Broward County employees or officials are public records, available to any person upon request, absent an exemption. Therefore, any e-mail message to or from the County, inclusive of e-mail addresses contained therein, may be subject to public disclosure.

<BBT Center Executive Parking Lot (002).jpg>

From: [David Siegel](#)
To: [Mahoney, Lary](#)
Subject: Automatic reply: BB&T Center Ad Hoc Advisory Council
Date: Friday, March 13, 2020 12:36:17 PM

External Email

I will be out of the office starting at the end of Friday February 28th and returning on Monday March 23rd.

If this is urgent and you need immediate assistance, please contact Stephanie O'Donnell at (954) 627-9360 or e-mail her at stephanie.odonnell@stiles.com. Stephanie will be able to assist you or direct you to a person that can help you. You can also reach out to Lory Farmer at (954) 627-9283 or e-mail her at lory.farmer@stiles.com.

I will **not** be available by cellphone.

The information in this email and any attachments are confidential and may be legally privileged. It is intended solely for the addressee(s). Access to anyone else is unauthorized. If the reader of this message is not the intended recipient, or the employee or agent responsible to deliver it to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If this message has been sent to you in error, do not review, disseminate, distribute or copy it. If you are not the intended recipient, please delete this email.

From: [Mahoney, Lary](#)
To: [David Siegel \(david.siegel@stiles.com\)](mailto:david.siegel@stiles.com)
Subject: BB&T Center Ad Hoc Advisory Council
Date: Friday, March 13, 2020 12:36:11 PM

Good afternoon David,

In concern with limiting the spread of the coronavirus and for everyone's health, the BB&T Center Ad Hoc Advisory Council's meeting scheduled for March 17, 2020 will be canceled.

At this meeting the County was going to present the final master plans for the redevelopment of the BB&T Center property that was presented to the Broward County Commissioners Workshop on February 25, 2020, which City of Sunrise Commissioners were invited to attend and also open to the public. You may view the actual February 25, 2020 presentation on Broward County's website under archived County Commission meetings. The Workshop link will be under the February 25, 2020 commission meeting.

Thank you for your understanding.

Lary Mahoney



Lary S. Mahoney
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From: [Mahoney, Lary](#)
To: [Michael Friedman \(michael.friedman@glcommercial.com\)](mailto:michael.friedman@glcommercial.com)
Subject: BB&T Center Ad Hoc Advisory Council
Date: Friday, March 13, 2020 12:35:30 PM

Good afternoon Mike,

In concern with limiting the spread of the coronavirus and for everyone's health, the BB&T Center Ad Hoc Advisory Council's meeting scheduled for March 17, 2020 will be canceled.

At this meeting the County was going to present the final master plans for the redevelopment of the BB&T Center property that was presented to the Broward County Commissioners Workshop on February 25, 2020, which City of Sunrise Commissioners were invited to attend and also open to the public. You may view the actual February 25, 2020 presentation on Broward County's website under archived County Commission meetings. The Workshop link will be under the February 25, 2020 commission meeting.

Thank you for your understanding.

Lary Mahoney



Lary S. Mahoney
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Cell: 954-268-8223

From: [Mahoney, Lary](#)
To: [Richardson, Kristina](#)
Subject: BB&T Center Ad Hoc Advisory Council
Date: Friday, March 13, 2020 12:34:20 PM

Good afternoon Kristina,

In concern with limiting the spread of the coronavirus and for everyone's health, the BB&T Center Ad Hoc Advisory Council's meeting scheduled for March 17, 2020 will be canceled.

At this meeting the County was going to present the final master plans for the redevelopment of the BB&T Center property that was presented to the Broward County Commissioners Workshop on February 25, 2020, which City of Sunrise Commissioners were invited to attend and also open to the public. You may view the actual February 25, 2020 presentation on Broward County's website under archived County Commission meetings. The Workshop link will be under the February 25, 2020 commission meeting.

Thank you for your understanding.

Lary Mahoney



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From: [Mahoney, Lary](#)
To: [Mike Costanzo \(Mikecostan1@yahoo.com\)](#)
Subject: BB&T Center Ad Hoc Advisory Council
Date: Friday, March 13, 2020 12:32:11 PM

Good afternoon Mike,

In concern with limiting the spread of the coronavirus and for everyone's health, the BB&T Center Ad Hoc Advisory Council's meeting scheduled for March 17, 2020 will be canceled.

At this meeting the County was going to present the final master plans for the redevelopment of the BB&T Center property that was presented to the Broward County Commissioners Workshop on February 25, 2020, which City of Sunrise Commissioners were invited to attend and also open to the public. You may view the actual February 25, 2020 presentation on Broward County's website under archived County Commission meetings. The Workshop link will be under the February 25, 2020 commission meeting.

Thank you for your understanding.

Lary Mahoney



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From: [Mahoney, Lary](#)
To: [Thomson, Matthew](#)
Subject: BB&T Center Ad Hoc Advisory Council
Date: Friday, March 13, 2020 12:30:42 PM

Good afternoon Matthew,

In concern with limiting the spread of the coronavirus and for everyone's health, the BB&T Center Ad Hoc Advisory Council's meeting scheduled for March 17, 2020 will be canceled.

At this meeting the County was going to present the final master plans for the redevelopment of the BB&T Center property that was presented to the Broward County Commissioners Workshop on February 25, 2020, which City of Sunrise Commissioners were invited to attend and also open to the public. You may view the actual February 25, 2020 presentation on Broward County's website under archived County Commission meetings. The Workshop link will be under the February 25, 2020 commission meeting.

Thank you for your understanding.

Lary Mahoney



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From: [Mahoney, Lary](#)
To: [Brian Feuer \(executivedirector@sunrisechamber.org\)](mailto:executivedirector@sunrisechamber.org)
Subject: BB&T Center Ad Hoc Advisory Council
Date: Friday, March 13, 2020 12:29:50 PM

Good afternoon Brian,

In concern with limiting the spread of the coronavirus and for everyone's health, the BB&T Center Ad Hoc Advisory Council's meeting scheduled for March 17, 2020 will be canceled.

At this meeting the County was going to present the final master plans for the redevelopment of the BB&T Center property that was presented to the Broward County Commissioners Workshop on February 25, 2020, which City of Sunrise Commissioners were invited to attend and also open to the public. You may view the actual February 25, 2020 presentation on Broward County's website under archived County Commission meetings. The Workshop link will be under the February 25, 2020 commission meeting.

Thank you for your understanding.

Lary Mahoney



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Cell: 954-268-8223

From: [Mahoney, Lary](#)
To: [Joseph Kavana \(joseph@kgroupholdings.com\)](mailto:joseph@kgroupholdings.com)
Subject: BB&T Center Ad Hoc Advisory Council
Date: Friday, March 13, 2020 12:29:06 PM

Good afternoon Joseph,

In concern with limiting the spread of the coronavirus and for everyone's health, the BB&T Center Ad Hoc Advisory Council's meeting scheduled for March 17, 2020 will be canceled.

At this meeting the County was going to present the final master plans for the redevelopment of the BB&T Center property that was presented to the Broward County Commissioners Workshop on February 25, 2020, which City of Sunrise Commissioners were invited to attend and also open to the public. You may view the actual February 25, 2020 presentation on Broward County's website under archived County Commission meetings. The Workshop link will be under the February 25, 2020 commission meeting.

Thank you for your understanding.

Lary Mahoney



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Cell: 954-268-8223

From: [Mahoney, Lary](#)
To: [John Betancourt \(John.J.Betancourt1@aexp.com\)](mailto:John.Betancourt1@aexp.com)
Subject: BB&T Center Ad Hoc Advisory Council
Date: Friday, March 13, 2020 12:28:27 PM

Good afternoon John,

In concern with limiting the spread of the coronavirus and for everyone's health, the BB&T Center Ad Hoc Advisory Council's meeting scheduled for March 17, 2020 will be canceled.

At this meeting the County was going to present the final master plans for the redevelopment of the BB&T Center property that was presented to the Broward County Commissioners Workshop on February 25, 2020, which City of Sunrise Commissioners were invited to attend and also open to the public. You may view the actual February 25, 2020 presentation on Broward County's website under archived County Commission meetings. The Workshop link will be under the February 25, 2020 commission meeting.

Thank you for your understanding.

Lary Mahoney



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From: [Mahoney, Lary](#)
To: [Steve Lindsley \(sawgrassboard@aol.com\)](mailto:Steve.Lindsley@sawgrassboard@aol.com)
Subject: BB&T Center Ad Hoc Advisory Council
Date: Friday, March 13, 2020 12:27:45 PM

Good afternoon Steve,

In concern with limiting the spread of the coronavirus and for everyone's health, the BB&T Center Ad Hoc Advisory Council's meeting scheduled for March 17, 2020 will be canceled.

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Thank you for your understanding.

Lary Mahoney



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From: [Mahoney, Lary](#)
To: [David Gott \(dgott@simon.com\)](mailto:dgott@simon.com)
Subject: BB&T Center Ad Hoc Advisory Council
Date: Friday, March 13, 2020 12:26:36 PM

Good afternoon David,

In concern with limiting the spread of the coronavirus and for everyone's health, the BB&T Center Ad Hoc Advisory Council's meeting scheduled for March 17, 2020 will be canceled.

At this meeting the County was going to present the final master plans for the redevelopment of the BB&T Center property that was presented to the Broward County Commissioners Workshop on February 25, 2020, which City of Sunrise Commissioners were invited to attend and also open to the public. You may view the actual February 25, 2020 presentation on Broward County's website under archived County Commission meetings. The Workshop link will be under the February 25, 2020 commission meeting.

Thank you for your understanding.

Lary Mahoney



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From: [Mahoney, Lary](#)
To: [Tom Embrey \(embreyt@FloridaPanthers.com\)](mailto:embreyt@FloridaPanthers.com)
Subject: BB&T Center Ad Hoc Advisory Council
Date: Friday, March 13, 2020 12:25:53 PM

Good afternoon Tom,

In concern with limiting the spread of the coronavirus and for everyone's health, the BB&T Center Ad Hoc Advisory Council's meeting scheduled for March 17, 2020 will be canceled.

At this meeting the County was going to present the final master plans for the redevelopment of the BB&T Center property that was presented to the Broward County Commissioners Workshop on February 25, 2020, which City of Sunrise Commissioners were invited to attend and also open to the public. You may view the actual February 25, 2020 presentation on Broward County's website under archived County Commission meetings. The Workshop link will be under the February 25, 2020 commission meeting.

Thank you for your understanding.

Lary Mahoney



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From: [Mahoney, Lary](#)
To: [Sean McCaffrey \(mccaffreys@floridapanthers.com\)](mailto:mccaffreys@floridapanthers.com)
Subject: BB&T Center Ad Hoc Advisory Council
Date: Friday, March 13, 2020 12:25:10 PM

Good afternoon Sean,

In concern with limiting the spread of the coronavirus and for everyone's health, the BB&T Center Ad Hoc Advisory Council's meeting scheduled for March 17, 2020 will be canceled.

At this meeting the County was going to present the final master plans for the redevelopment of the BB&T Center property that was presented to the Broward County Commissioners Workshop on February 25, 2020, which City of Sunrise Commissioners were invited to attend and also open to the public. You may view the actual February 25, 2020 presentation on Broward County's website under archived County Commission meetings. The Workshop link will be under the February 25, 2020 commission meeting.

Thank you for your understanding.

Lary Mahoney



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From: [Mahoney, Lary](#)
To: [Matthew Caldwell \(caldwellm@floridapanthers.com\)](mailto:caldwellm@floridapanthers.com)
Subject: BB&T Center Ad Hoc Advisory Council
Date: Friday, March 13, 2020 12:24:30 PM

Good afternoon Matt,

In concern with limiting the spread of the coronavirus and for everyone's health, the BB&T Center Ad Hoc Advisory Council's meeting scheduled for March 17, 2020 will be canceled.

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Thank you for your understanding.

Lary Mahoney



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From: [Mahoney, Lary](#)
To: [Richard Salamon - City of Sunrise \(RSalamon@sunrisefl.gov\)](#)
Subject: BB&T Center Ad Hoc Advisory Council
Date: Friday, March 13, 2020 12:23:47 PM

Good afternoon Richard,

In concern with limiting the spread of the coronavirus and for everyone's health, the BB&T Center Ad Hoc Advisory Council's meeting scheduled for March 17, 2020 will be canceled.

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Thank you for your understanding.

Lary Mahoney



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115 S. Andrews Avenue, Room 409C
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Cell: 954-268-8223

From: [Mahoney, Lary](#)
To: [Michael Ryan \(mryan@sunrisefl.gov\)](mailto:mryan@sunrisefl.gov)
Subject: BB&T Center Ad Hoc Advisory Council
Date: Friday, March 13, 2020 12:23:07 PM

Good afternoon Mayor Ryan,

In concern with limiting the spread of the coronavirus and for everyone's health, the BB&T Center Ad Hoc Advisory Council's meeting scheduled for March 17, 2020 will be canceled.

At this meeting the County was going to present the final master plans for the redevelopment of the BB&T Center property that was presented to the Broward County Commissioners Workshop on February 25, 2020, which City of Sunrise Commissioners were invited to attend and also open to the public. You may view the actual February 25, 2020 presentation on Broward County's website under archived County Commission meetings. The Workshop link will be under the February 25, 2020 commission meeting.

Thank you for your understanding.

Lary Mahoney



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Cell: 954-268-8223

From: [Mahoney, Lary](#)
To: [Cepero, Monica](#)
Subject: BB&T Center Ad Hoc Advisory Council
Date: Friday, March 13, 2020 12:22:09 PM

Good afternoon Monica,

In concern with limiting the spread of the coronavirus and for everyone's health, the BB&T Center Ad Hoc Advisory Council's meeting scheduled for March 17, 2020 will be canceled.

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Thank you for your understanding.

Lary Mahoney



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Office: 954-357-7357
Cell: 954-268-8223

From: [Mahoney, Lary](#)
To: [Rich, Nan](#)
Subject: BB&T Center Ad Hoc Advisory Council
Date: Friday, March 13, 2020 12:16:07 PM

Good afternoon Senator,

In concern with limiting the spread of the coronavirus and for everyone's health, the BB&T Center Ad Hoc Advisory Council's meeting scheduled for March 17, 2020 will be canceled.

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Thank you for your understanding.

Lary Mahoney



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Cell: 954-268-8223

From: [Mahoney, Lary](#)
To: [Bob Swindell \(bswindell@gfalliance.org\)](mailto:bswindell@gfalliance.org)
Subject: BB&T Center Ad Hoc Advisory Council
Date: Friday, March 13, 2020 12:36:55 PM

Good afternoon Bob,

In concern with limiting the spread of the coronavirus and for everyone's health, the BB&T Center Ad Hoc Advisory Council's meeting scheduled for March 17, 2020 will be canceled.

At this meeting the County was going to present the final master plans for the redevelopment of the BB&T Center property that was presented to the Broward County Commissioners Workshop on February 25, 2020, which City of Sunrise Commissioners were invited to attend and also open to the public. You may view the actual February 25, 2020 presentation on Broward County's website under archived County Commission meetings. The Workshop link will be under the February 25, 2020 commission meeting.

Thank you for your understanding.

Lary Mahoney



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Cell: 954-268-8223

From: [Mahoney, Lary](#)
To: [Henry, Bertha](#)
Subject: BB&T Center
Date: Friday, March 13, 2020 12:20:18 PM

Good afternoon Bertha,

In concern with limiting the spread of the coronavirus and for everyone's health, the BB&T Center Ad Hoc Advisory Council's meeting scheduled for March 17, 2020 will be canceled.

At this meeting the County was going to present the final master plans for the redevelopment of the BB&T Center property that was presented to the Broward County Commissioners Workshop on February 25, 2020, which City of Sunrise Commissioners were invited to attend and also open to the public. You may view the actual February 25, 2020 presentation on Broward County's website under archived County Commission meetings. The Workshop link will be under the February 25, 2020 commission meeting.

Thank you for your understanding.

Lary Mahoney



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Cell: 954-268-8223

From: [Mahoney, Lary](#)
To: [Tom Embrey \(embreyt@FloridaPanthers.com\)](mailto:embreyt@FloridaPanthers.com)
Subject: March 17th Meeting
Date: Friday, March 13, 2020 1:54:02 PM

Hi Tom,

You have probably seen my email that went out earlier, where I canceled the BB&T Center Ad Hoc Advisory Council meeting on March 17th. I will not need the conference room at the BB&T Center on March 17th now due to the cancellation. As always thank you for making the room available.

Thanks,

Lary



Lary S. Mahoney
County Administration
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115 S. Andrews Avenue, Room 409C
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Cell: 954-268-8223

From: [Bob Swindell](#)
To: [Mahoney, Lary](#)
Subject: RE: BB&T Center Ad Hoc Advisory Council
Date: Friday, March 13, 2020 12:49:18 PM

External Email

Hi Lary,

I totally understand and thank you for letting me know.

Stay Well!

Bob

From: Mahoney, Lary <LMAHONEY@broward.org>
Sent: Friday, March 13, 2020 12:37 PM
To: Bob Swindell <bswindell@gflalliance.org>
Subject: BB&T Center Ad Hoc Advisory Council

Good afternoon Bob,

In concern with limiting the spread of the coronavirus and for everyone's health, the BB&T Center Ad Hoc Advisory Council's meeting scheduled for March 17, 2020 will be canceled.

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Thank you for your understanding.

Lary Mahoney



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From: [John J Betancourt](#)
To: [Mahoney, Lary](#)
Subject: RE: BB&T Center Ad Hoc Advisory Council
Date: Friday, March 13, 2020 12:38:56 PM

External Email

Thank you Lary, understood

John J. Betancourt

Director, Design, Construction & FM | Southeast & LAC
Global Real Estate & Workplace Experience

1500 NW 136th Ave, Sunrise FL 33323

MC 05-02-09

☎ (954) 503-9509 | (954) 520-4179 | john.j.betancourt1@aexp.com



Global
Services Group

From: Mahoney, Lary [mailto:LMAHONEY@broward.org]
Sent: Friday, March 13, 2020 12:28 PM
To: John J Betancourt <JOHN.J.BETANCOURT1@aexp.com>
Subject: BB&T Center Ad Hoc Advisory Council

Good afternoon John,

In concern with limiting the spread of the coronavirus and for everyone's health, the BB&T Center Ad Hoc Advisory Council's meeting scheduled for March 17, 2020 will be canceled.

At this meeting the County was going to present the final master plans for the redevelopment of the BB&T Center property that was presented to the Broward County Commissioners Workshop on February 25, 2020, which City of Sunrise Commissioners were invited to attend and also open to the public. You may view the actual February 25, 2020 presentation on Broward County's website under archived County Commission meetings. The Workshop link will be under the February 25, 2020 commission meeting.

Thank you for your understanding.

Lary Mahoney



Lary S. Mahoney
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American Express a ajouté le commentaire suivant

Ce courrier et toute pièce jointe qu'il contient sont réservés au seul destinataire indiqué et peuvent contenir des renseignements confidentiels et privilégiés. Si vous n'êtes pas le destinataire prévu, toute divulgation, duplication, utilisation ou distribution du courrier ou de toute pièce jointe est interdite. Si vous avez reçu cette communication par erreur, veuillez nous en aviser par courrier et détruire immédiatement le courrier et les pièces jointes. Merci.

From: [sawgrassboard](#)
To: [Mahoney, Lary](#)
Subject: RE: BB&T Center Ad Hoc Advisory Council
Date: Friday, March 13, 2020 1:13:59 PM

External Email

Thanks Lary, I'll check it out

Sent from my Sprint Samsung Galaxy S9.

----- Original message -----

From: "Mahoney, Lary" <LMAHONEY@broward.org>
Date: 3/13/20 12:27 PM (GMT-05:00)
To: "Steve Lindsley (sawgrassboard@aol.com)" <sawgrassboard@aol.com>
Subject: BB&T Center Ad Hoc Advisory Council

Good afternoon Steve,

In concern with limiting the spread of the coronavirus and for everyone's health, the BB&T Center Ad Hoc Advisory Council's meeting scheduled for March 17, 2020 will be canceled.

At this meeting the County was going to present the final master plans for the redevelopment of the BB&T Center property that was presented to the Broward County Commissioners Workshop on February 25, 2020, which City of Sunrise Commissioners were invited to attend and also open to the public. You may view the actual February 25, 2020 presentation on Broward County's website under archived County Commission meetings. The Workshop link will be under the February 25, 2020 commission meeting.

Thank you for your understanding.

Lary Mahoney



Lary S. Mahoney

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