



## MEETING OF THE SUNRISE CITY COMMISSION

Commission Meeting will be held at City Hall Commission Chambers located at 10770 West Oakland Park Blvd., Sunrise, Florida 33351, The City of Sunrise City Commission Meeting will be hosted both an in-person format and a virtual format. Telephone call in number: 954-395-2401 Access Code: 368262 Attendees can press 5\* on their phone keypad to make a comment during public hearings or during open discussion. Attendees will be called upon to speak, one at a time, by the meeting organizer. For technical difficulties please call 954-578-4792. Contact the City Manager's Office for additional information via mail to City Manager's Office, 10770 West Oakland Park Boulevard, Sunrise, FL 33351, via email to [CityManager@sunrisefl.gov](mailto:CityManager@sunrisefl.gov) or via phone 954-746-3430.

### CITY COMMISSION MEETING AGENDA Tuesday, February 11, 2025 - 5:00 PM

- (1) Call To Order
- (2) Roll Call
- (3) Moment of Silence and Pledge of Allegiance
- (4) Consent Agenda

(ANY ITEM SHALL BE REMOVED FROM THE CONSENT AGENDA FOR DISCUSSION AND SEPARATE VOTE AT THE REQUEST OF ONE (1) COMMISSIONER, THE STAFF, OR ANY MEMBER OF THE PUBLIC. ANY ITEM REMOVED FROM THE CONSENT AGENDA SHALL BE HEARD AT THE CONSENT DISCUSSION PORTION OF THAT COMMISSION MEETING.)

#### (A) Special Permit

C25011

A Resolution of the City of Sunrise, Florida, authorizing the duration of a Special Event to be held February 20, 2025 through April 1, 2025 at the Islamic Foundation of South Florida located at 5455 NW 108th Avenue, Sunrise, Florida; authorizing the event to remain open beyond 11:00 p.m. to 1:00 a.m. the following day of each day; directing staff to review the application to determine whether it meets city code; and providing an effective date. City Manager Mark Lubelski. Shannon Ley, Director of Community

Development.

**(B) Agreement**

C25017

A Resolution of the City of Sunrise, Florida, approving an “Agreement for State Financial Assistance between Florida Department of Law Enforcement and Sunrise Police Department Contract Amendment – Grant Adjustment Notice” for the Online Sting Operations Grant Program for Local Law Enforcement; and providing an effective date. City Manager Mark Lubelski. Daniel J. Ransone, Chief of Police.

**(C) Agreement**

C25016

A Resolution of the City of Sunrise, Florida, approving a “Fourth Amendment to Project Agreement No. 20-010-HS between the City of Sunrise and Hazen and Sawyer, P.C.” for Springtree WWTP Plant Service Water System and Gravity Belt Thickening Pumps Improvements Design, Bidding and Construction Management Services; and providing an effective date. City Manager Mark Lubelski. Rodrigo de Castro, Director of Utilities.

**(D) Services**

C25014

A Resolution of the City of Sunrise, Florida, to Award Bid No. 25-11-12-HR for Repair of Electric Gates to Coast to Coast Garage Door LLC; and providing an effective date. City Manager Mark Lubelski. Rodrigo de Castro, Director of Utilities.

**(5) Quasi Judicial Consent Agenda**

**(ANY ITEM MAY BE REMOVED FROM THE CONSENT AGENDA BY A COMMISSIONER, THE STAFF, THE APPLICANT, OR AN AFFECTED PARTY). ANY ITEM REMOVED FROM THE QUASI-JUDICIAL CONSENT AGENDA SHALL BE TABLED TO THE NEXT REGULARLY SCHEDULED COMMISSION MEETING FOR QUASI-JUDICIAL HEARING.)**

**(6) Special Items**

**(A) Proclamation**

Proclamation proclaiming the Month of February 2025 as Black History Month in the City of Sunrise. Mayor Michael J. Ryan.

Deputy Mayor Neil C. Kerch. Assistant Deputy Mayor Jacqueline A. Guzman. Commissioner Latoya S. Clarke. Commissioner Joseph A. Scutto.

**(B) Proclamation**

Proclamation proclaiming the Month of February 2025 as Teen Dating Violence Awareness. Mayor Michael J. Ryan. Deputy Mayor Neil C. Kerch. Assistant Deputy Mayor Jacqueline A. Guzman. Commissioner Latoya S. Clarke. Commissioner Joseph A. Scutto.

**(C) Proclamation**

Proclamation proclaiming the Month of February 2025 as Guardian Ad Litem Month in the City of Sunrise. Mayor Michael J. Ryan. Deputy Mayor Neil C. Kerch. Assistant Deputy Mayor Jacqueline A. Guzman. Commissioner Joseph A. Scutto.

**(D) Presentation**

Presentation of the Youth Athlete of the Month Award for February 2025 to Deniz Sirma and Sebastian Carrasquilla from the Sunrise Swimming program. Kevin Pickard, Director of Leisure Services.

**(E) Presentation**

Presentation of the Teacher of the Month Award for February 2025 to Brittany Osborne from Piper High School and Denaira Reed from Plantation High School. Kevin Pickard, Director of Leisure Services.

**(F) Presentation**

Presentation of the Outstanding Performance Award for February 2025 to Jimmy Duncan, Driver/Messenger, Finance and Administrative Services Department. Susan Nabors, Director of Finance and Administrative Services.

**(G) Presentation**

Recognition of service time and dedication for employees retiring from City service awarded to Joseph Myers Jr., Fire Captain, Fire Rescue Department, Monique Bean, Fire Inspector; Kenneth Redmond, Utility Operator, Utilities Department; Rajoo Samlal, Utility Electrical Supervisor, Utilities Department. John

**(7) City Items** McNamara, Fire Chief; Rodrigo de Castro, Director of Utilities.

**(A) Appointment**

C25021

A Resolution of the City of Sunrise, Florida, appointing members to the Veterans Advisory Board; and providing an effective date. City Manager Mark Lubelski. Felicia M. Bravo, City Clerk.

**(B) Appointment**

C25022

A Resolution of the City of Sunrise, Florida, appointing a member to the Sustainability Advisory Board and acknowledging the resignation of a member from the Board; and providing an effective date. City Manager Mark Lubelski. Felicia M. Bravo, City Clerk.

**(8) Open Discussion**

**(9) Commission/Mayor Reports**

**(10) City Manager's Report**

**(11) Consent Discussion**

**(DISCUSSION AND SEPARATE VOTE SHALL BE HEARD ON ITEMS PULLED FROM THE CONSENT AGENDA FOR DISCUSSION.)**

**(12) Public Hearings**

**(A) Amendment**

C25008

Commission discussion and/or action re: Second Reading of an Ordinance of the City of Sunrise, Florida, amending Fiscal Year 2024/2025 Budget Ordinance No. 709; amending the Police Confiscation - Treasury Fund (194), the Sanitation Fund (430), and the Recycling Fund (435) providing for conflict; providing for severability; and providing an effective date. City Manager Mark Lubelski. Susan Nabors, Director of Finance and Administrative Services. (First Reading, CCM 1/28/2025 Passed 5-0).

**(13) Quasi-Judicial Hearing**

**(14) City Clerk's Report**

**(15) City Attorney's Report**

**(16) Old Business**

**(A) Agreement**

C24357

A Resolution of the City of Sunrise, Florida, approving an "Agreement for Pine Island Park Loan Commitment" between the City of Sunrise and Pine Island Park LLC.; providing for a public purpose; and providing an effective date. City Manager Mark Lubelski. Danielle Lima, Economic Development Director. (Tabled on CCM 1/14/25, Passed 5-0).

**(17) New Business**

**(A) Services**

C25012

A Resolution of the City of Sunrise, Florida, approving the purchase of Parts and Services from Carey's Heating and Air Conditioning, Inc. as the Sole Source provider; and providing an effective date. City Manager Mark Lubelski. Daniel J. Ransone, Chief of Police.

**Adjournment**

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

The City does not tolerate discrimination in any of its programs, services or activities, and will not exclude participation in, deny the benefits of, or subject to discrimination anyone on the grounds of real or perceived race, color, national origin, sex, gender identity, sexual orientation, age, disability/handicap, religion, family or income status. **In compliance with the ADA and F.S.S. 286.26, any individual with a disability requesting a reasonable accommodation in order to participate in a public meeting should contact the City's ADA Coordinator at least 48 hours in advance of the scheduled**

**meeting. Requests can be directed via e-mail to [hr@sunrisefl.gov](mailto:hr@sunrisefl.gov) or via telephone to (954) 838-4522; Florida Relay: 711; Florida Relay (TIY/VCO): 1-800-955-8771; Florida Relay (Voice): 1-800-955-8770. Every reasonable effort will be made to allow for meeting participation.**

If you plan to distribute written documents at the meeting, you must provide 10 copies to the City Clerk prior to the start of the meeting.



## AGENDA ITEM REQUEST

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**Originating Department:** Community Development Department

**Item Title:** Special Permit

**Item Number:** 4A

**Meeting Date:** 2/11/2025

**City Reference Number (C#):** C25011

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**Item Description:**

A Resolution of the City of Sunrise, Florida, authorizing the duration of a Special Event to be held February 20, 2025 through April 1, 2025 at the Islamic Foundation of South Florida located at 5455 NW 108th Avenue, Sunrise, Florida; authorizing the event to remain open beyond 11:00 p.m. to 1:00 a.m. the following day of each day; directing staff to review the application to determine whether it meets city code; and providing an effective date. City Manager Mark Lubelski. Shannon Ley, Director of Community Development.

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**Funding:**

N/A

**Amount:**

N/A

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**ATTACHMENTS:**

**Background:**

The Islamic Foundation of South Florida (IFSF) is requesting approval for a multi-day Special Event Permit for the month of Ramadan, February 20, 2025 through April 1, 2025 (41 days), at 5455 NW 108th Avenue. Average attendance is expected to be 700 people and the event will close at 1:00 AM. In accordance with Section 16-280(b) in the City Code, Commission approval is needed for any event that exceeds one (1) day and/or extends past 11:00 PM.

Staff is requesting City Commission approval and will review the application upon submittal.

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**Department Head Recommendation:**

Approval

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**Person With Additional Information:**

Name: Aristeus Johns

Phone: 954-746-3238

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**Department Head Name and Title:**

Shannon Ley, P.E., Director of Community Development

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**City Manager:**

Authorized for agenda placement

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**SUNRISE, FLORIDA**

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY OF SUNRISE, FLORIDA, AUTHORIZING THE DURATION OF A SPECIAL EVENT TO BE HELD FEBRUARY 20, 2025 THROUGH APRIL 1, 2025 AT THE ISLAMIC FOUNDATION OF SOUTH FLORIDA LOCATED AT 5455 NW 108<sup>th</sup> AVENUE, SUNRISE, FLORIDA; AUTHORIZING THE EVENT TO REMAIN OPEN BEYOND 11:00 P.M. TO 1:00 A.M. THE FOLLOWING DAY OF EACH DAY; DIRECTING STAFF TO REVIEW THE APPLICATION TO DETERMINE WHETHER IT MEETS CITY CODE; AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, Section 16-280(b) of the Code of the City of Sunrise (City Code) limits the duration of special events to one (1) day unless approved by the City Commission; and

WHEREAS, Section 16-280(b) of the City's Code also requires that events close by 11:00 p.m. unless approved by the City Commission; and

WHEREAS, the applicant, Islamic Foundation of South Florida Inc. has applied by letter for approval to hold a Special Event from February 20, 2025 through April 1, 2025 at the Islamic Foundation of South Florida located at 5455 NW 108<sup>th</sup> Avenue, Sunrise, Florida; and

WHEREAS, the proposed event is expected to remain open beyond 11:00 p.m. and extend to approximately 1:00 a.m. on the following day of each day of the event; and

WHEREAS, the City Commission must approve the duration of events exceeding one (1) day prior to staff reviewing and processing the application; and

WHEREAS, the City Commission must approve the duration of events open beyond 11:00 p.m. prior to staff reviewing and processing the application.

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

Section 1. Authorization and Approval. Pursuant to Section 16-280(b) of the City Code, the City Commission hereby authorizes the duration of the multi-day special event, specifically from February 20, 2025 through April 1, 2025, to be held at the Islamic Foundation of South Florida located at 5455 NW 108<sup>th</sup> Avenue, Sunrise, Florida. The City Commission further authorizes the event to remain open beyond 11:00 p.m. and extend to 1:00 a.m. on the following day of each day of the event. A copy of the application letter

is attached to the Resolution as Exhibit A. Staff is directed to continue its review of the special event application to determine whether the special event complies with City Code before approval or disapproval of the event.

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

PASSED AND ADOPTED this \_\_\_\_\_ DAY of \_\_\_\_\_, 2025.

\_\_\_\_\_  
Mayor Michael J. Ryan

Authentication:

\_\_\_\_\_  
Felicia M. Bravo  
City Clerk

MOTION: \_\_\_\_\_  
SECOND: \_\_\_\_\_

CLARKE: \_\_\_\_\_  
GUZMAN: \_\_\_\_\_  
KERCH: \_\_\_\_\_  
SCUOTTO: \_\_\_\_\_  
RYAN: \_\_\_\_\_

Approved by the City Attorney  
as to Form and Legal Sufficiency

\_\_\_\_\_  
Thomas P. Moss

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IN THE NAME OF ALLAH, THE BENEFICENT, THE MERCIFUL

January 20, 2025

City of Sunrise

RE:Request to Sunrise City Commission for Temporary canopy permit

The Islamic Foundation of South Florida (IFSF) is Muslim religious organization located in Sunrise. Our sacred month of Ramadhan (based on the lunar calendar) is again coming in Mid-March this year. It is avry active time at the Mosque and we have worshippers attending services every day of the month and staying for much longer than usual. We have a significant increase in turnout of attendees during the month of Ramadhan and have an additional daily prayer during the month. The result of this month's activity is that we will be needing a canopy and will be having prayer services that go late into the night during this time

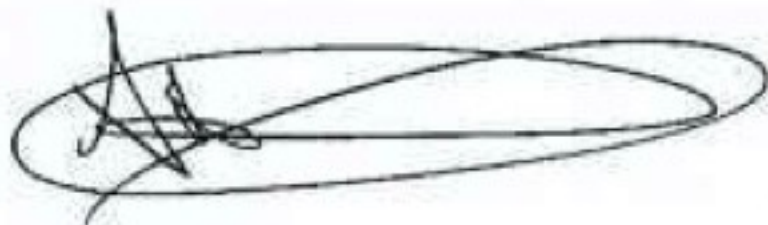
We would like to obtain approval to put up temporary canopy for an extended duration of time as noted above.

We would also like to obtain approval for the extended duration of our religious activities beyond 11pm during this time. Services could go to after midnight or 1am especially with the upcoming time change in March. Our prayer services in the evening start just after sunset so the time change will push everything back one hour later.

Date range February 20th to April 01, 2025

Please advise us if you have any questions. We look forward to receiving the required permit to allow the additional accommodations to be installed.

Regards



Sheryar Wahid  
For the Board of IFSF  
[Sbwahid@gmail.com](mailto:Sbwahid@gmail.com)  
954-605-2942

[www.ifsf.net](http://www.ifsf.net)



## AGENDA ITEM REQUEST

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**Originating Department:** Police

**Item Title:** Agreement

**Item Number:** 4B

**Meeting Date:** 2/11/2025

**City Reference Number (C#):** C25017

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**Item Description:**

A Resolution of the City of Sunrise, Florida, approving an "Agreement for State Financial Assistance between Florida Department of Law Enforcement and Sunrise Police Department Contract Amendment – Grant Adjustment Notice" for the Online Sting Operations Grant Program for Local Law Enforcement; and providing an effective date. City Manager Mark Lubelski. Daniel J. Ransone, Chief of Police.

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**Funding:**

N/A

**Amount:**

Additional Grant Award Amount: \$20,073.00

No City Match Required

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**ATTACHMENTS:**

ATY Resolution - C25017  
Amended Online Sting Operation Grant Agreement  
Original Executed Grant Agreement  
RESO 24-150

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**Background:**

The Sunrise Police Department was previously awarded \$40,200 through the Online Sting Operations Grant Program provided by the Florida Department of Law Enforcement. The Florida Department of Law Enforcement has notified the Sunrise Police Department that they have been awarded additional grant funds at this time.

The attached agreement amendment will increase the total award from \$40,000 to \$60,273, adding an additional \$20,073 of funding to supplement and support the Sunrise Police Department investigative operations. This grant provides reimbursement for approved online sting investigative operations, which includes software and computers. There is no match required by the City for this grant.

*It should be noted that Pursuant to the terms of the agreement, venue of any action will be Leon County, Florida instead of Broward County.*

It is requested that the City Commission approve the amended grant agreement and authorize the Chief of Police to execute all necessary documents to effectuate receipt of the additional grant funds.

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**Department Head Recommendation:**

Approval

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**Person With Additional Information:**

Name: Denise Guzzi

Phone: 954-746-3493

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**Department Head Name and Title:**

Daniel J. Ransone, Chief of Police

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**City Manager:**

Authorized for agenda placement

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**SUNRISE, FLORIDA**

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY OF SUNRISE, FLORIDA, APPROVING AN “AGREEMENT FOR STATE FINANCIAL ASSISTANCE BETWEEN FLORIDA DEPARTMENT OF LAW ENFORCEMENT AND SUNRISE POLICE DEPARTMENT CONTRACT AMENDMENT – GRANT ADJUSTMENT NOTICE” FOR THE ONLINE STING OPERATIONS GRANT PROGRAM FOR LOCAL LAW ENFORCEMENT; AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, via Resolution No. 24-150, the Sunrise Police Department was awarded \$40,200 through an Agreement for State Financial Assistance between Florida Department of Law Enforcement and Sunrise Police Department” (Agreement) for the Online Sting Operations Grant Program; and

WHEREAS, the Grant Award has been amended to provide an additional \$20,073 in funding; and

WHEREAS, an Amendment to the Agreement is required to receive the additional funding.

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

Section 1. The above-referenced Whereas clauses are hereby incorporated as the legislative intent of this Resolution.

Section 2. An “Agreement for State Financial Assistance between Florida Department of Law Enforcement and Sunrise Police Department Contract Amendment – Grant Adjustment Notice” (Amendment) for the Online Sting Operations Grant Program for Local Law Enforcement is hereby approved. A copy of the Amendment is attached hereto and made a part of this Resolution as Exhibit A.

Section 3. The Chief of Police is hereby authorized to execute the Amendment.

Section 4. City staff are hereby authorized to do all acts and things required of them for the full, punctual and complete performance of the Agreement, as amended, including executing any certifications, extensions or renewals; however, any amendments require approval of the City Commission. The Chief of Police shall provide the City Clerk with a copy of any executed extensions or renewals.

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

PASSED AND ADOPTED this \_\_\_\_\_ DAY of \_\_\_\_\_, 2025.

\_\_\_\_\_  
Mayor Michael J. Ryan

Authentication:

\_\_\_\_\_  
Felicia M. Bravo  
City Clerk

MOTION: \_\_\_\_\_  
SECOND: \_\_\_\_\_

CLARKE: \_\_\_\_\_  
GUZMAN: \_\_\_\_\_  
KERCH: \_\_\_\_\_  
SCUOTTO: \_\_\_\_\_  
RYAN: \_\_\_\_\_

Approved by the City Attorney  
as to Form and Legal Sufficiency

\_\_\_\_\_  
Thomas P. Moss



**Agreement for State Financial Assistance Between  
Florida Department of Law Enforcement  
and  
Sunrise Police Department**

**CONTRACT AMENDMENT - GRANT ADJUSTMENT NOTICE**

Recipient: Sunrise Police Department  
Project Title: Online Sting Operations Grant Program for Local Law Enforcement  
Award Number: OS003  
Amendment Number: 1  
Nature of Adjustment: Budget Revision

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This amendment is entered into by and between the Department and Recipient shown above, and pursuant to the original Grant Award agreement executed on 12/16/2024. As authorized by Appendix D, Standard Conditions, Section III, Project and Grant Management, both parties agree to the following:

Consistent with the Recipient's acceptance, the above referenced grant is amended as follows:

<b>Budget Category</b>	<b>Total</b>
A. Equipment/Supplies	\$15,000.00
B. Software	\$45,273.00
<b>TOTAL</b>	<b>\$60,273.00</b>

**Additional Items Approved for Funding:**

- B. Software**
  - **GrayKey License Software including Grayshift GrayKey Unit, Magnet Forensics Core Training and associated shipping and handling costs at approximately \$20,073.00. Term dates must be within the grant period.**

All other provisions of the original Grant Award remain in full force and effect, except those amended herein.

**GRANT ADJUSTMENT JUSTIFICATION**

The Recipient was originally awarded \$40,200.00 in funds for equipment/supplies and software to conduct online sting operations. The Recipient requested additional software on 01/15/2025. The Recipient has been approved for an additional funding amount of \$20,073.00 for the items listed above. This change is being reflected in this amendment.

**Agreement for State Financial Assistance Between  
Florida Department of Law Enforcement  
and  
Sunrise Police Department**

**SIGNATURES**

In witness whereof, the parties affirm they each have read and agree to the conditions set forth in this agreement, have read and understand the agreement in its entirety and have executed this agreement by their duty authorized officers on the date, month and year set out below.

**Corrections on this page, including strikeouts, whiteout, etc. are not permitted.**

**Authorized Office  
Florida Department of Law Enforcement**

Signature: \_\_\_\_\_

Typed Name and Title: Rebecca Gardner, Contracts and Grant Manager

Date: \_\_\_\_\_

**Recipient  
Sunrise Police Department**

Signature: \_\_\_\_\_

Typed Name and Title: Daniel J. Ransone, Chief of Police

Date: \_\_\_\_\_

**Agreement for State Financial Assistance Between  
Florida Department of Law Enforcement  
and  
Sunrise Police Department**

**Appendix B - Project Deliverables**

**Award Number:** OS003  
**Recipient:** Sunrise Police Department  
**Project Title:** Online Sting Operations Grant Program for Local Law Enforcement  
**Project Period:** 07/01/2024 – 6/30/2025

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Total payments for all deliverables will not exceed the maximum grant award amount.

<b>Deliverable 1</b>	Procure equipment and supplies necessary to support the Recipient's creation of sting operations to target individuals who are soliciting children online.
Minimum Performance Criteria:	Delivery and receipt of the goods/services procured as attested on the claim report.
Financial Consequences:	This is a cost reimbursement deliverable. Only those items purchased and received will be eligible for payment.
Deliverable Price:	Total payments for this deliverable will be approximately \$15,000.00.

<b>Deliverable 2</b>	Obtain software necessary to support the Recipient's creation of sting operations to target individuals who are soliciting children online.
Minimum Performance Criteria:	Completion of or progress with at least one activity described in the Scope of Work. Documentation includes an attestation of activities or services rendered on the expenditure report.
Financial Consequences:	This is a cost reimbursement deliverable. Only allowable activities completed as attested through the submission of the payment request will be eligible for payment.
Deliverable Price:	Total payments for this deliverable will be approximately \$45,273.00.

**Agreement for State Financial Assistance Between  
Florida Department of Law Enforcement  
and  
Sunrise Police Department**

**Appendix C - Budget Details**

**Award Number:** OS003  
**Recipient:** Sunrise Police Department  
**Project Title:** Online Sting Operations Grant Program for Local Law Enforcement  
**Project Period:** 07/01/2024 – 6/30/2025

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<b>Budget Category</b>	<b>Total</b>
A. Equipment/Supplies	\$15,000.00
B. Software	\$45,273.00
<b>TOTAL</b>	<b>\$60,273.00</b>

**Standard Budget Terms**

All items, quantities, and/or prices below are estimates based on the information available at the time of application or amendment.

All items purchased with these funds must be allowable in accordance with the approved budget, reasonably priced based on current market review, and necessary for the operations and success of the program.

The item(s) below may include additional individually priced, operationally necessary accessories, components, and/or peripherals and may be categorized as a “kit”, “bundle”, “system”, etc.

Award funds may be used to pay for applicable shipping, freight, and/or installation costs.

The Department's determination of acceptable expenditures requested for reimbursement shall be conclusive.

**Agreement for State Financial Assistance Between  
Florida Department of Law Enforcement  
and  
Sunrise Police Department**

**Equipment, Supplies, and Software**

Funds may be used to reimburse supplies, equipment, and software directly related to online sting operations as described in the Scope of Work.

In order to receive reimbursement for equipment, supplies, and software, the Recipient must provide supporting backup documentation, including but not limited to: quotes, procurement documents, purchase orders, original receipts, invoices, canceled checks or EFT records, bank statements, etc. The State Chief Financial Officer (CFO) reserves the right to require further documentation on an as needed basis.

**A. Equipment/Supplies**

- Five laptops and associated shipping and handling costs at approximately \$15,000.00.

**B. Software**

- Cellebrite Inseyets Online Pro Software including Inseyets Online Pro, Inseyets Limited Unlocks Subscriptions, in person/virtual software training, CCO+CCPA Inseyets and associated shipping and handling costs at approximately \$25,200.00. Term dates must be within the grant period.
- GrayKey License Software including Grayshift GrayKey Unit, Magnet Forensics Core Training and associated shipping and handling costs at approximately \$20,073.00. Term dates must be within the grant period.

**Agreement for State Financial Assistance Between  
Florida Department of Law Enforcement  
and  
Sunrise Police Department**

**AWARD AGREEMENT**

**Award Number:** OS003  
**Project Title:** Online Sting Operations Grant Program for Local Law Enforcement  
**Project Period:** 07/01/2024 – 6/30/2025  
**Awarded Funds:** \$40,200.00  
**FLAIR Vendor ID:** 590944587  
**CSFA Catalog Number:** 71.148

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This agreement is entered into by and between the Department of Law Enforcement (herein referred to as “FDLE” or “Department”) and Sunrise Police Department (herein referred to as “Recipient”); and

WHEREAS, the Department has authority pursuant to Florida law and does hereby agree to provide state financial assistance to the Recipient in accordance with the terms and conditions set forth in this agreement; and

WHEREAS, the Department has available funds resulting from a recurring appropriation in The General Appropriations Act, 2024 Legislature, Section 4, Specific Appropriation 1293A, Special Categories – Online Sting Operation Grant Program, intended to be provided to the Recipient as reimbursement of eligible costs resulting from allowable activities as defined in the agreement, and

WHEREAS, the Recipient represents that it is fully qualified, possesses the requisite skills, knowledge, qualifications, and experience to carry out the state project identified herein, and does offer to perform such services.

NOW THEREFORE, in consideration of the foregoing, the parties agree as follows:

The General Appropriations Act contains the following proviso language and provides information on the legislative intent for the use of these funds:

*From the funds in Specific Appropriation 1293A, \$40,200.00 in non-recurring funds from the General Revenue Fund is provided to Sunrise Police Department to support online sting operations.*

This award is subject to the special conditions outlined in **Appendix A** and all applicable standard conditions in **Appendix D**.

**Schedule of Appendices**

Appendix A – Special Conditions  
Appendix B – Project Deliverables  
Appendix C – Approved Budget  
Appendix D – Standard Conditions

## Scope of Work

The Recipient shall use grant funding to support the creation of online sting operations to target individuals who are soliciting children online. This grant provides reimbursement for approved online sting investigative operations, which may include equipment, supplies, and other costs, but is limited to only software, computers, electronics, and other related items.

Available funds will be distributed based on the operational needs of each agency's investigations as approved by the FDLE Cyber Bureau's Special Agent in Charge.

Funds will be used to support the specific costs outlined in Appendix C.

## Performance and Financial Reporting

The Recipient shall provide the **Monthly Online Sting Operations Activity Reimbursement Report (ARR)** to the Department attesting to the progress made towards project deliverables (**Appendix B**) and to the costs incurred during the reporting period. These reports are due no later than 30 days after the end of each reporting period. For example: If the monthly reporting period is October 1-31, the report is due no later than November 30<sup>th</sup>. Failure to submit reports by the deadline will delay reimbursement of funds.

If a project is not operational within 60 days of the original start date of the award period, the Recipient must report by letter to the Department the steps taken to initiate the project, the reasons for delay, and the expected start date. If a project is not operational within 90 days of the original start date of the award period, the Recipient must submit a second statement to the Department explaining the implementation delay. Upon receipt of the 90-day letter, the Department shall determine if the reason for delay is justified or shall, at its discretion, require additional project documentation and justifications throughout the award period.

**Performance Reporting:** Tab 1 of the ARR must contain a detailed summary of the activities performed during the reporting period, any barriers or difficulties encountered, planned activities for the next reporting period, and an estimate of total expenditures for the next three months.

Additional supporting documentation for performance must be maintained by Recipient and made available upon request for monitoring purposes. Examples of additional supporting documentation include but are not limited to: timesheets, case notes, logs, purchase orders, trainings, etc.

**Payment Requests:** The remaining tabs of the ARR will serve as the Payment Request. Each category that funds are being reimbursed under must contain: a description of the item/service, the quantity and unit cost, the date costs were incurred, the method of payment (check, credit card, EFT, etc.), and the total amount requested for reimbursement. All payment requests will be reviewed by the Department's grant manager and may be audited to the satisfaction of the Department and/or the Florida Department of Financial Services. If no expenses were incurred during the reporting period, only Tab 1 must be completed and submitted by the monthly reporting deadline.

Additional supporting documentation for all funds expended and received under this agreement must be maintained by the Recipient and made available upon request for monitoring purposes. Examples of additional supporting documentation include but are not limited to: requisitions, purchase orders, quotes, general ledgers, activity reports, contractual agreements, etc.

## Payments

The State of Florida's performance and obligation to pay under this agreement is contingent upon an appropriation by the Legislature, availability of funds, and subject to any modification in accordance with Chapter 216, Florida Statutes, or the Florida Constitution. The Department will administer and disburse funds under this agreement in accordance with sections 215.97, 215.971, 215.981 and 215.985, F.S. Expenditures of state financial assistance shall be compliant with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures published by the Florida Department of Financial Services. All expenditures shall be allowable, reasonable, and necessary for the success of the award project. The Department's determination of acceptable expenditures shall be conclusive.

Award funds will be distributed on a cost-reimbursement basis for satisfactory performance of eligible activities. Payments will be processed in conjunction with receipt and review of supporting documentation to determine successful completion of minimum performance deliverables and to verify cost elements as specified in the approved budget (**Appendix C**). All Payment Requests must be certified by the Recipient's Chief Financial Officer (or financial designee) and include a statement that costs claimed are incurred in accordance with the agreement.

The final Payment Request shall be submitted to the Department no later than **July 31, 2025**. Any payment due under the terms of this agreement may be withheld until all required reports are received, and necessary adjustments have been approved by the Department. Final reconciliation and closeout of the agreement must be completed by both parties within forty-five (45) days of the end of the grant period.

Failure to comply with these provisions shall result in forfeiture of reimbursement and/or a refund of any advanced funding.



**Administration**

Changes to the following points of contact and chief officials below must be submitted to FDLE Office of Planning and Budgeting in writing.

**Recipient Grant Manager**

<b>Name:</b>	Isabel Blanco
<b>Address:</b>	10770 West Oakland Park Boulevard Sunrise, FL 33351
<b>Phone:</b>	954-557-1138
<b>Email:</b>	iblanco@sunrisefl.gov

**Recipient Chief Official**

<b>Name:</b>	Chief Daniel Ransone
<b>Address:</b>	10770 West Oakland Park Boulevard Sunrise, FL 33351
<b>Phone:</b>	954-746-3399
<b>Email:</b>	dransone@sunrisefl.gov

**Recipient Chief Financial Officer**

<b>Name:</b>	Susan Nabors
<b>Address:</b>	10770 West Oakland Park Boulevard Sunrise, FL 33351
<b>Phone:</b>	954-746-3297
<b>Email:</b>	snabors@sunrisefl.gov

**Florida Department of Law Enforcement (FDLE) Grant Manager**

<b>Name:</b>	Taylor Luttenton
<b>Title:</b>	Government Analyst II
<b>Address:</b>	P.O. Box 1489 Tallahassee, FL 32302-1489
<b>Phone:</b>	850-410-7007
<b>Email:</b>	taylorluttenton@fdle.state.fl.us

**Award Signatures**

In witness whereof, the parties affirm they each have read and agree to the conditions set forth in this agreement, have read and understand the agreement in its entirety and have executed this agreement by their duly authorized officers on the date, month and year set out below.

Modifications to this page, including strikeouts, whiteout, etc. are not permitted.

**Florida Department of Law Enforcement  
Office of Planning and Budgeting**

Signature: Jennifer Miller  
Typed Name and Title: Jennifer Miller, Bureau Chief  
Date: 12/10/2024

**Recipient  
Sunrise Police Department**

Signature: [Signature]  
Typed Name and Title: Chief Daniel Ransone  
Date: 12/10/24.

\*\*\* If using a designee, sign the Chief Official Designee section below\*\*\*

**Recipient Chief Official Designee (if applicable)**

Signature: \_\_\_\_\_  
Typed Name and Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**Additional Recipient Signatures (if applicable)**

Signature: \_\_\_\_\_  
Typed Name and Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Signature: \_\_\_\_\_  
Typed Name and Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**Appendix A - Special Conditions**

**Award Number:** OS003  
**Recipient:** Sunrise Police Department  
**Project Title:** Online Sting Operations Grant Program for Local Law Enforcement  
**Project Period:** 07/01/2024 – 6/30/2025

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In addition to the attached standard conditions, the above-referenced grant project is subject to the special conditions set forth below.

- W0001 WITHHOLDING OF FUNDS: Prior to the drawdown of funds, Tab 1 – Reporting Overview must be filled out in its entirety to include the Total Stats Related to this Grant Funding section.
  
- S0002 The Recipient must adhere to ICAC standards as it relates to online ICAC investigations.

## Appendix B - Project Deliverables

**Award Number:** OS003  
**Recipient:** Sunrise Police Department  
**Project Title:** Online Sting Operations Grant Program for Local Law Enforcement  
**Project Period:** 07/01/2024 – 6/30/2025

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Total payments for all deliverables will not exceed the maximum grant award amount.

**Deliverable 1** Procure equipment and supplies necessary to support the Recipient's creation of sting operations to target individuals who are soliciting children online.

**Minimum Performance Criteria:** Delivery and receipt of the goods/services procured as attested on the claim report.

**Financial Consequences:** This is a cost reimbursement deliverable. Only those items purchased and received will be eligible for payment.

**Deliverable Price:** Total payments for this deliverable will be approximately \$15,000.00.

**Deliverable 2** Obtain software necessary to support the Recipient's creation of sting operations to target individuals who are soliciting children online.

**Minimum Performance Criteria:** Completion of or progress with at least one activity described in the Scope of Work. Documentation includes an attestation of activities or services rendered on the expenditure report.

**Financial Consequences:** This is a cost reimbursement deliverable. Only allowable activities completed as attested through the submission of the payment request will be eligible for payment.

**Deliverable Price:** Total payments for this deliverable will be approximately \$25,200.00.

**Appendix C - Budget Details**

**Award Number:** OS003  
**Recipient:** Sunrise Police Department  
**Project Title:** Online Sting Operations Grant Program for Local Law Enforcement  
**Project Period:** 07/01/2024 – 6/30/2025

Budget Category	Total
A. Equipment/Supplies	\$15,000.00
B. Software	\$25,200.00
<b>TOTAL</b>	<b>\$40,200.00</b>

**Standard Budget Terms**

All items, quantities, and/or prices below are estimates based on the information available at the time of application or amendment.

All items purchased with these funds must be allowable in accordance with the approved budget, reasonably priced based on current market review, and necessary for the operations and success of the program.

The item(s) below may include additional individually priced, operationally necessary accessories, components, and/or peripherals and may be categorized as a “kit”, “bundle”, “system”, etc.

Award funds may be used to pay for applicable shipping, freight, and/or installation costs.

The Department's determination of acceptable expenditures requested for reimbursement shall be conclusive.

**Equipment, Supplies, and Software**

Funds may be used to reimburse supplies, equipment, and software directly related to online sting operations as described in the Scope of Work.

In order to receive reimbursement for equipment, supplies, and software, the Recipient must provide supporting backup documentation, including but not limited to: quotes, procurement documents, purchase orders, original receipts, invoices, canceled checks or EFT records, bank statements, etc. The State Chief Financial Officer (CFO) reserves the right to require further documentation on an as needed basis.

**A. Equipment/Supplies**

- Five laptops and associated shipping and handling costs at approximately \$15,000.00.

**B. Software**

- Cellebrite Inseyets Online Pro Software including Inseyets Online Pro, Inseyets Limited Unlocks Subscriptions, in person/virtual software training, CCO+CCPA Inseyets and associated shipping and handling costs at approximately \$25,200.00. Term dates must be within the grant period.

## Appendix D - Fiscal Year 2024-2025 State Financial Assistance Standard Conditions

The following terms and conditions will be binding upon approval of the grant award and execution of the contract by both the Recipient and the Florida Department of Law Enforcement. The Recipient will maintain required registrations and certifications for eligibility under this program.

The Department and the Recipient agree that they do not contemplate the development, transfer, or receipt of intellectual property as a part of this agreement.

### SECTION I: PROJECT IMPLEMENTATION

**Legal Authority:** The Recipient certifies with respect to this agreement that it possesses the legal authority to receive the funds to be provided under this agreement and that, if applicable, its governing body has authorized, by resolution or otherwise, the execution and acceptance of this agreement with all covenants and assurances contained herein. The Recipient also certifies that the undersigned possesses the authority to legally execute and bind Recipient to the terms of this agreement.

**Not Operational within 60 and 90 Days:** If a project is not operational within 60 days of the original start date of the award period, the Recipient must report by letter to the Department the steps taken to initiate the project, the reasons for delay, and the expected start date. If a project is not operational within 90 days of the original start date of the award period, the Recipient must submit a second statement to the Department explaining the implementation delay. Upon receipt of the 90-day letter, the Department shall determine if the reason for delay is justified or shall, at its discretion, require additional project documentation and justifications throughout the award period. The Department will also require the Recipient provide a revised project timeline that includes all anticipated project activities, tasks, and estimated completion date(s).

### SECTION II: PAYMENTS

**Obligation to Pay:** The State of Florida's obligation to pay under this agreement is contingent upon an appropriation by the Legislature.

**Overpayments:** Any funds paid in excess of the amount to which the Recipient is entitled under the terms and conditions of the agreement must be refunded to the Department. Any balance of unobligated cash that has been paid and has not been authorized to be retained for direct program costs in a subsequent period must be refunded to the Department.

**Advance Funding:** Advance funding may be provided to a subrecipient upon completion and submission of a Cash Advance Request form to the Department. The request must be signed by the Chief Financial Officer or the Chief Financial Officer designee. Advance funding should be requested only when the Subrecipient has an imminent and specific need to expend project funds. Cash advances must be spent on project costs within 30 days of receipt. Should extenuating circumstances arise which prevent the expenditure of advance funds within 30 days of receipt, a written request to retain the funds must be provided by the recipient and approved by the Department. An expenditure claim for advance funding must be submitted to the Department within 45 days of advance funding receipt.

### SECTION III: PROJECT AND GRANT MANAGEMENT

**Personnel Changes:** The recipient must notify the FDLE grant manager of any change in the Chief Officials or Project Director or any change in contact information, including mailing address, phone number, email, or title change.

**Obligation of Grant Funds:** Grant funds shall not under any circumstances be obligated prior to the effective date, or subsequent to the termination date, of the period of performance. Only project costs incurred on or after the effective date, and on or prior to the termination date of the Recipient's project are eligible for reimbursement. All payments must be completed within thirty (30) days of the end of the grant period of performance.

**Financial Management:** The Recipient must have a financial management system able to record and report on the receipt, obligation, and expenditure of grant funds. An adequate accounting system must be able to separately track receipts, expenditures, assets, and liabilities for awards, programs, and subrecipients. The Recipient shall maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices. Recipient must have written procedures for procurement transactions.

**Travel:** Cost for travel shall be reimbursed at the Recipient's travel rate, but the maximum reimbursement for each type of travel cost shall not exceed rates established in State of Florida Travel Guidelines, §112.061, F.S.

**Subcontracts:** Recipient agrees that all employees, subcontractors, or agents performing work under the agreement shall be properly trained individuals who meet or exceed any specified training qualifications. Recipient agrees to be responsible for all work performance and all expenses incurred in fulfilling the obligations of this agreement and will not assign the responsibility for this agreement to another party. If the Recipient subcontracts any or all of the work required under this agreement, the Recipient must provide a completed DFS-A2-NS (Recipient-Subrecipient vs. Vendor Determination) form and a copy of the executed subcontract within thirty (30) days after execution of the subcontract. The Recipient agrees to include in the subcontract that (i) the subcontractor is bound by all applicable state and federal laws and regulations, and (ii) the subcontractor shall hold the Department and Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this agreement, to the extent allowed and required by law.

**Grant Adjustments:** Recipients must submit a Request for Grant Adjustment to the FDLE grant manager for substantive changes such as: scope modifications, changes to project activities, target populations, service providers, implementation schedules, project director, designs or research plans set forth in the approved agreement, and for any budget changes affecting a cost category that was not included in the original budget. Recipients may transfer up to 10% of the total budget between current, approved budget categories without prior approval, as long as the funds are transferred to an existing line item. Adjustments are required when there will be a transfer of 10% or more of the total budget between budget categories. Under no circumstances can transfers of funds increase the total award. Requests for changes to the grant agreement must be signed by the Recipient or Implementing Agency's chief official or the chief official's designee. All requests for changes must be submitted no later than thirty (30) days prior to grant expiration date.

**Property Management:** The Recipient shall establish and administer a system to protect, preserve, use, maintain, and dispose of any property furnished to it by the Department or purchased pursuant to this agreement.

## SECTION IV: MANDATORY DISCLOSURES

**Conflict of Interest:** The Recipient will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain. Recipients must disclose in writing any potential conflict of interest to the Department.

**Violations of Criminal Law:** The Recipient must disclose all violations of state or federal criminal law involving fraud, bribery or gratuity violations potentially affecting the grant award.

**Convicted Vendors:** The Recipient shall disclose to the Department if it, or any of its affiliates, as defined in §287.133(1)(a) F.S., is on the convicted vendor list. A person or affiliate placed on the convicted vendor list following a conviction for a public entity crime is prohibited from doing any activities listed in the agreement for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

**Vendors on Scrutinized Companies Lists:** If this agreement is in the amount of \$1 million or more, Recipient certifies upon executing this agreement, that it is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to §215.473, F.S., or engaged in business operations in Cuba or Syria. In the event that federal law ceases to authorize the states to adopt and enforce the contracting prohibition identified herein, this provision shall be null and void.

**Discriminatory Vendors:** The Recipient shall disclose to the Department if it or any of its affiliates, as defined by §287.134(1)(a), F.S. appears on the discriminatory vendors list. An entity or affiliate placed on the discriminatory vendor list pursuant to §287.134, F.S. may not a) submit a bid, proposal, or reply on a contract or agreement to provide any goods or services to a public entity; b) submit a bid, proposal, or reply on a contract or agreement with a public entity for the construction or repair of a public building or public work; c) submit bids, proposals, or replies on leases of real property to a public entity; d) be awarded or perform work as a contractor, subcontractor, Recipient, supplier, subrecipient, or consultant under a contract or agreement with any public entity; or e) transact business with any public entity.

**Reporting Potential Fraud, Waste, Abuse, and Similar Misconduct:** The Recipient must promptly refer to the Department of Law Enforcement, Office of Planning and Budgeting any credible evidence that a principal, employee, agent, contractor, subcontractor, or other person has either 1) submitted a claim for grant funds that violates the False Claims Act; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving grant funds.

**Non-Disclosure Agreements:** Restrictions and certifications regarding non-disclosure agreements and related matters Recipients or contracts/subcontracts under this award may not require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits, restricts or purports to prohibit or restrict, the reporting of waste, fraud or abuse in accordance with law, to an investigative or law enforcement representative of a state or federal department or agency authorized to receive such information. The Recipient certifies that if informed or notified of any subrecipient, or contractor/subcontractor has been requiring their employees to execute agreements or statements that prohibit the reporting of fraud, waste, or abuse that it will immediately cease all further obligations of award funds to the entity and will immediately notify the Department. The Recipient will not resume obligations until expressly authorized to do so from the Department.



**SECTION V: COMPLIANCE WITH STATUTES, RULES, AND REGULATIONS**

In performing its obligations under this agreement, the Recipient shall without exception be aware of and comply with all State and Federal laws, rules and regulations relating to its performance under this agreement as they may be enacted or amended from time-to-time, as well as any court or administrative order, judgment, settlement or compliance agreement involving the Department which by its nature affects the services provided under this agreement. The following are examples of rules and regulations that govern Recipient's performance under this agreement.

**Lobbying Prohibited:** The Recipient shall comply with the provisions of 11.062 and 216.347, F.S., which prohibit the expenditure of funds for the purpose of lobbying the Legislature, judicial branch, or a State agency. No funds or other resources received from the Department in connection with this agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

**State of Florida E.O. 20-44: Public-Private Partnerships:** Any entity named in statute with which the agency must form a sole-source, public-private agreement; and any nongovernmental Recipient receiving 50% or more of their annual budget from any combination of state or federal funding must submit an annual report to the Office of Planning and Budgeting. The report must include the most recent IRS Form 990, detailing the total compensation for the entities' executive leadership teams. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. In addition, the Recipient must agree through appropriate contract or grant agreement amendment to inform the agency of any changes in total executive compensation between the annual reports. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the Recipient.

**Civil Rights:** The Recipient agrees to comply with the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.) and shall not discriminate against any employee (or applicant for employment) in the performance of this agreement because of race, color, religion, sex, national origin, disability, age, or marital status. These requirements shall apply to all contractors, subcontractors, subgrantees or others with whom it arranges to provide services or benefits to clients or employees in connection with its programs and activities.

**E-Verify:** The Department shall consider the employment by any contractor of unauthorized aliens a violation of section 274(e) of the Immigration and Nationalization Act. Such violation shall be cause for unilateral cancellation of this contract. Pursuant to F.S. 448.095, the Contracting Party and any subcontractors are required to register with and use the E-Verify system operated by the U.S. Department of Homeland Security beginning on January 1, 2021. The Contracting Party and any subcontractors are prohibited from entering into contracts with one another unless all parties register and use the E-Verify system. Subcontractors who enter into contracts with the Contracting Party are required to provide a certification that the subcontractor does not employ or use unauthorized aliens as defined in the statute, a copy of which the Contracting Party must maintain. The Contracting Party and any subcontractors are required to terminate a contract if a party has a good faith belief that another party is in violation of F.S. 448.09(1), prohibiting the employment of unauthorized aliens. If a public employer has a good faith belief that the subcontractor has violated these requirements, but that the Contracting Party has otherwise complied, the public employer must notify the Contracting Party to terminate its contract with the subcontractor. A party may challenge a contract termination in accordance with these requirements. A penalized Contractor is prohibited from obtaining another contract with a public employer for at least one year.

**Background Check:** Whenever a background screening for employment or a background security check is required by law for employment, unless otherwise provided by law, the provisions of Chapter 435 F.S., shall apply. All employees in positions designated by law as positions of trust or responsibility shall be required to undergo security background investigations as a condition of employment and continued employment. For the purposes of the subsection, security background investigations shall include, but not be limited to, employment history checks, fingerprinting for all purposes and checks in this subsection, statewide criminal and juvenile record checks through the Florida Department of Law Enforcement, and federal criminal record checks through the Federal Bureau of Investigation, and may include local criminal record checks through local law enforcement agencies.

**Public Records:** As required by 287.058(1)(c), F.S., the Recipient shall allow public access to all documents, papers, letters, or other public records as defined in 119.011(12), F.S. as prescribed by 119.07(1) F.S., made or received by the Recipient in conjunction with this agreement, except public records which are made confidential by law must be protected from disclosure. It is expressly understood that the Recipient's failure to comply with this provision shall constitute an immediate breach of contract, for which the Department may unilaterally terminate this agreement.

**Independent Contractor, Subcontracting and Assignments:** In performing its obligations under this agreement, the Recipient shall at all times be acting in the capacity of an independent contractor and not as an officer, employee, or agent of the State of Florida. Neither the Recipient nor any of its agents, employees, subcontractors, or assignees shall represent to others that it is an agent of or has the authority to bind the Department by virtue of this agreement, unless specifically authorized in writing to do so.

**Timely Payment of Subcontractors:** To the extent that a subcontract provides for payment after Recipient's receipt of payment from the Department, the Recipient shall make payments to any subcontractor within 7 working days after receipt of full or partial payments from the Department in accordance with §287.0585, F.S., unless otherwise stated in the agreement between the Recipient and subcontractor. Failure to pay within seven (7) working days will result in a penalty that shall be charged against the Recipient and paid by the Recipient to the subcontractor in the amount of one-half of one percent (.005) of the amount due per day from the expiration of the period allowed for payment. Such penalty shall be in addition to actual payments owed and shall not exceed fifteen (15%) percent of the outstanding balance due.

**Notice of Legal Actions:** The Recipient shall notify the Department of potential or actual legal actions taken against the Recipient related to services provided through this agreement or that may impact the Recipient's ability to complete the deliverables outlined herein, or that may adversely impact the Department. The Department's Grant Manager will be notified within 10 days of Recipient becoming aware of such actions or potential actions or from the day of the legal filing, whichever comes first.

**Property:** In accordance with 287.05805, F.S., any State funds provided for the purchase of or improvements to real property are contingent upon the Recipient granting to the State a security interest in the property at least to the amount of the State funds provided for at least five (5) years from the date of purchase or the completion of the improvements or as further required by law.

## SECTION VI: RECORDS, AUDITS, AND INFORMATION SECURITY

**Records Retention:** Retention of all financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this agreement shall be maintained by the Recipient during the term of this agreement and retained for a period of five (5) years after completion of the agreement or longer when required by law. In the event an audit is required under this agreement, records shall be retained for a minimum period of five years after the audit report is issued or until resolution of any audit findings or litigation based on the terms of this agreement, at no additional cost to the Department. Upon demand, at no additional cost to the Department, the Recipient will facilitate the duplication and transfer of any records or documents during the term of this agreement and the required five (5) year retention period. No record may be withheld, nor may the Recipient attempt to limit the scope of any of the foregoing inspections, reviews, copying, transfers, or audits based on any claim that any record is exempt from public inspection or is confidential, proprietary or trade secret in nature; provided, however, that this provision does not limit any exemption to public inspection or copying to any such record. These records shall be made available at all reasonable times for inspection, review, copying, or audit by State, or other personnel duly authorized by the Department.

**Records Inspection:** Pursuant to Section 216.1366, F.S., in order to preserve the interest of the state in the prudent expenditure of state funds, the Department shall be authorized to inspect the (a) Financial records, papers, and documents of the Contractor that are directly related to the performance of the Contract or the expenditure of state funds, and (b) Programmatic records, papers, and documents of the Contractor which the Department determines are necessary to monitor the performance of the Contract or to ensure that the terms of the Contract are being met. The Contractor shall provide such records, papers, and documents requested by the Department within ten (10) business days after the request is made.

**Monitoring:** The Recipient agrees to comply with the Department's grant monitoring guidelines, protocols, and procedures; and to cooperate with the Department on all grant monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, site visits, and/or Florida Department of Financial Services contract reviews and Expanded Audits of Payment (EAP). The Recipient agrees to provide the Department all documentation necessary to complete monitoring of the award and verify expenditures in accordance with 215.971, F.S. Further, the Recipient agrees to abide by reasonable deadlines set by the Department for providing requested documents. Failure to cooperate with grant monitoring activities may result in sanctions affecting the Recipient's award, including, but not limited to: withholding and/or other restrictions on the Recipient's access to funds, and/or referral to the Office of the Inspector General for audit review.

**Florida Single Audit Act (FSAA):** The Recipient shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by The Office of the Inspector General (§20.055, F.S.). In the event that the Recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year, the Recipient must have a single audit or project-specific audit in accordance with §215.97, F.S., §218.39, F.S., and the applicable rules of the Department of Financial Services and the Auditor General. In determining the state financial assistance expended in its fiscal year, the Recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Law Enforcement, other state agencies, and other non-state entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a non-state entity for Federal program matching requirements. The schedule of expenditures should disclose the expenditures by contract/agreement number for each contract with the Department in effect during the audit period. All questioned costs and liabilities due the Department shall be fully disclosed in the audit report package with reference to the specific contract number. If the Recipient expends less than \$750,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of 215.97, F.S., is not required. In the event that the Recipient expends less than \$750,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of 215.97, F.S., the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the Recipient's resources obtained from other than State entities). Pursuant to 215.97(8), F.S., state agencies may conduct or arrange for audits of state financial assistance that are in addition to audits conducted in accordance with §215.97, F.S. In such an event, the state

awarding agency must arrange for funding the full cost of such additional audits. Any reports, management letters, or other information required to be submitted to the Department pursuant to this agreement shall be submitted within nine (9) months after the end of the Recipient's fiscal year or within 30 days of the Recipient's receipt of the audit report, whichever occurs first, unless otherwise required by Florida Statutes. Copies of financial reporting packages required by this agreement shall be submitted by or on behalf of the Recipient directly to each of the following:

The Department of Law Enforcement:  
Florida Department of Law Enforcement  
Office of Planning and Budgeting  
ATTN: State Financial Assistance  
Post Office Box 1489 Tallahassee, Florida 32302-1489

The Auditor General's Office at:  
Auditor General's Office, Room 401  
Pepper Building  
111 West Madison Street  
Tallahassee, Florida 32399-1450

**Criminal Justice Information Data Security:** Acceptance of this award, constitutes understanding that transmission of Criminal Justice Information (CJI) between locations must be encrypted to conform to the Federal Bureau of Investigation (FBI) Criminal Justice Information Services (CJIS) Security Policy.

**Recipient's Confidential and Exempt Information:** By executing this agreement, the Recipient acknowledges that any information not marked as "confidential" or "exempt" will be posted by the Department on the public website maintained by the Department of Financial Services pursuant to 215.985, F.S. The Recipient agrees that, upon written request of the Department, it shall promptly provide to the Department a written statement of the basis for the exemption applicable to each provision identified by the Recipient as "confidential" or "exempt", including the statutory citation to an exemption created or afforded by statute, and state with particularity the reasons for the conclusion that the provision is exempt or confidential. Any claim by Recipient of trade secret (proprietary) confidentiality for any information contained in Recipient's documents (reports, deliverables, or work papers, etc., in paper or electronic form) submitted to the Department in connection with this agreement cannot be waived, unless the claimed confidential information is submitted in accordance with the following two paragraphs.

The Recipient must clearly label any portion of the documents, data, or records submitted that it considers exempt from public inspection or disclosure pursuant to Florida's Public Records Law as trade secret. The labeling will include a justification citing specific statutes and facts that authorize exemption of the information from public disclosure. If different exemptions are claimed to be applicable to different portions of the protected information, the Recipient shall include information correlating the nature of the claims to the particular protected information.

The Department, when required to comply with a public records request including documents submitted by the Recipient, may require the Recipient to expeditiously submit redacted copies of documents marked as trade secret in accordance with this section. Accompanying the submission shall be an updated version of the justification, correlated specifically to redacted information, either confirming that the statutory and factual basis originally asserted remain unchanged or indicating any changes affecting the basis for the asserted exemption from public inspection or disclosure. The redacted copy must exclude or obliterate only those exact portions that are claimed to be trade secret. If the Recipient fails to promptly submit a redacted copy, the Department is authorized to produce the records sought without any redaction of proprietary or trade secret information.

**SECTION VII: PENALTIES, TERMINATION, DISPUTE RESOLUTION, AND LIABILITY**

**Financial Penalties for Failure to Take Corrective Action:** Corrective action plans may be required for noncompliance, nonperformance, or unacceptable performance under this agreement. Penalties may be imposed for failures to implement or to make acceptable progress on such corrective action plans.

**Termination:** The Department reserves the right to unilaterally cancel this agreement for refusal by the Recipient to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Recipient in conjunction with this agreement, unless the records are exempt pursuant to Article I, Section 24(a), of the Florida Constitution and §119.07(1), F.S. The Department shall be the final authority as to the appropriation, availability, and adequacy of funds. In the event the Recipient fails to fully comply with the terms and conditions of this agreement, the Department may terminate the agreement upon written notice. Such notice may be issued without providing an opportunity for cure if it specifies the nature of the noncompliance and states that provision for cure would adversely affect the interests of the State or is not permitted by law or regulation. Otherwise, notice of termination will be issued after the Recipient's failure to fully cure such noncompliance within the time specified in a written notice of noncompliance issued by the Department specifying the nature of the noncompliance and the actions required to cure such noncompliance. In addition, the Department may employ the default provisions in Rule 60A-1.006(3), F.A.C., but is not required to do so in order to terminate the agreement. The Department's failure to demand performance of any provision of this agreement shall not be deemed a waiver of such performance. The Department's waiver of any one breach of any provision of this agreement shall not be deemed to be a waiver of any other breach and neither event shall be construed to be a modification of the terms and conditions of this agreement. The provisions herein do not limit the Department's right to remedies at law or in equity. The validity of this agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Recipient in this agreement, in any subsequent submission or response to Department request, or in any submission or response to fulfill the requirements of this agreement, and such information, representations, and materials are incorporated by reference. The lack of accuracy thereof or any material changes shall, at the option of the Department and with thirty (30) days written notice to the Recipient, cause the termination of this agreement and the release of the Department from all its obligations to the Recipient. This agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this agreement shall lie in Leon County. If any provision hereof is in conflict with any applicable statute or rule, or is otherwise unenforceable, then such provision shall be deemed null and void to the extent of such conflict, and shall be deemed severable, but shall not invalidate any other provision of this agreement. No waiver by the Department of any right or remedy granted hereunder or failure to insist on strict performance by the Recipient shall affect or extend or act as a waiver of any other right or remedy of the Department hereunder or affect the subsequent exercise of the same right or remedy by the Department for any further or subsequent default by the Recipient. Any power of approval or disapproval granted to the Department under the terms of this agreement shall survive the terms and life of this agreement as a whole. The agreement may be executed in any number of counterparts, any one of which may be taken as an original. In the event of termination, the Recipient will be compensated for any work satisfactorily completed through the date of termination or an earlier date of suspension of work.

**Disputes and Appeals:** The Department shall make its decision in writing when responding to any disputes, disagreements, or questions of fact arising under this agreement and shall distribute its response to all concerned parties. The Recipient shall proceed diligently with the performance of this agreement according to the Department's decision. If the Recipient appeals the Department's decision, the appeal also shall be made in writing within twenty-one (21) calendar days to the Department's clerk (agency clerk). The Recipient's right to appeal the Department's decision is contained in Chapter 120, F.S., and in procedures set forth in Fla. Admin. Code R.28-106.104. Failure to appeal within this time frame constitutes a waiver of proceedings under Chapter 120, F.S. After receipt of a petition for alternative dispute resolution the Department and the Recipient shall attempt to amicably resolve the dispute through negotiations. Timely delivery of a petition for alternative dispute resolution and completion of the negotiation process shall be a condition precedent to any legal action by the Recipient concerning this agreement.

**Liability:** Unless the Recipient is a state agency or subdivision, the Recipient shall be solely responsible to parties with whom it shall deal in carrying out the terms of this agreement and shall save the Department harmless against all claims of whatever nature by third parties arising out of the performance of work under this agreement. For purposes of this agreement, Recipient agrees that it is not an employee or agent of the Department but is an independent contractor. Nothing herein shall be construed as consent by a state agency of the State of Florida to be sued by third parties in any matter arising out of any contract. Nothing shall be construed affect in any way the Recipient rights, privileges, and immunities under the doctrine of "sovereign immunity" and as set forth in 768.28, F.S.

CITY CLERK  
CITY OF SUNRISE  
2024 DEC 12 PM 1:06

SUNRISE, FLORIDA

RESOLUTION NO. 24-150

**A RESOLUTION OF THE CITY OF SUNRISE, FLORIDA, APPROVING AN "AGREEMENT FOR STATE FINANCIAL ASSISTANCE BETWEEN FLORIDA DEPARTMENT OF LAW ENFORCEMENT AND SUNRISE POLICE DEPARTMENT" FOR THE ONLINE STING OPERATIONS GRANT PROGRAM FOR LOCAL LAW ENFORCEMENT; AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, the Sunrise Police Department has been awarded \$40,200 through the Online Sting Operations Grant Program provided by the Florida Department of Law Enforcement; and

WHEREAS, an Agreement between the parties is required to receive the funding.

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

Section 1. The above-referenced Whereas clauses are hereby incorporated as the legislative intent of this Resolution.

Section 2. An "Agreement for State Financial Assistance between Florida Department of Law Enforcement and Sunrise Police Department" (Agreement) for the Online Sting Operations Grant Program for Local Law Enforcement is hereby approved. A copy of the Agreement is attached hereto and made a part of this Resolution as Exhibit A.

Section 3. The Chief of Police is hereby authorized to execute the Agreement.

Section 4. City staff are hereby authorized to do all acts and things required of them for the full, punctual and complete performance of the Agreement, including executing any certifications, extensions or renewals; however, any amendments require approval of the City Commission. The Chief of Police shall provide the City Clerk with a copy of any executed extensions or renewals.

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

PASSED AND ADOPTED this 10TH DAY of DECEMBER, 2024.

  
\_\_\_\_\_  
Mayor Michael J. Ryan

Authentication:


  
\_\_\_\_\_  
Felicia M. Bravo  
City Clerk



MOTION: KERCH  
SECOND: SCUOTTO

CLARKE: YEA  
GUZMAN: YEA  
KERCH: YEA  
SCUOTTO: YEA  
RYAN: YEA

Approved by the City Attorney  
as to Form and Legal Sufficiency

  
\_\_\_\_\_  
Thomas P. Moss





## AGENDA ITEM REQUEST

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**Originating Department:** Utilities

**Item Title:** Agreement

**Item Number:** 4C

**Meeting Date:** 2/11/2025

**City Reference Number (C#):** C25016

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**Item Description:**

A Resolution of the City of Sunrise, Florida, approving a "Fourth Amendment to Project Agreement No. 20-010-HS between the City of Sunrise and Hazen and Sawyer, P.C." for Springtree WWTP Plant Service Water System and Gravity Belt Thickening Pumps Improvements Design, Bidding and Construction Management Services; and providing an effective date. City Manager Mark Lubelski. Rodrigo de Castro, Director of Utilities.

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**Funding:**

N/A

**Amount:**

N/A

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**ATTACHMENTS:**

ATY Resolution - C25016  
Fourth Amendment  
Project Agreement 20-010-HS  
First Amendment  
Second Amendment  
Third Amendment

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**Background:**

On June 9, 2020, the City Commission approved Project Agreement 20-010-HS with Hazen and Sawyer, P.C. for completion of the Springtree Wastewater Treatment Plant (WWTP) Plant Service Water (PSW) System and Gravity Belt Thickening (GBT) Pumps Improvements Design, Bidding and Construction Management Services. This project addresses PSW needs for several wastewater treatment processes and for assurance of adequate capacity and pressure at each location. Additionally, this project includes improvements to some of the GBT pumping systems. This Project Agreement was fully executed on June 26, 2020, with an expiration date of December 31, 2022. The consulting services progressed through design, permitting, bidding, and are currently nearing the end of Construction Services.

The project is currently under construction and since the issuance of the Notice to Proceed, the Contractor has maintained construction activities in accordance with the approved construction schedule. On May 4, 2022, the contractor received a letter from the variable frequency drive (VFD) manufacturer for the pump motors stating the VFDs were going to be delayed by approximately 12-months, due to supply chain challenges because of the COVID-19 outbreak, early 2021 Texas freeze, and later COVID-19 Delta and Omicron variants.

The City, Contractor, and Consultant reached out to other manufacturers of this equipment to determine whether faster delivery times could be achieved, but all provided similar delivery times due to a worldwide shortage of the component parts for the VFDs. On June 28, 2022, the Utilities Department authorized the contractor to proceed with the VFD order, with an anticipated delivery date of July 2023 and installation completion planned during the months of August and September 2023. However, due to additional delays in parts and coordination between Contractor and subcontractors, installation was recently completed in May 2024.

Prior to final close out of the project, the Consultant is required to review for adequacy, compile in an organized, bound, and neat format for the City all written warranties, guarantees, bonds, certificates of inspection, tests, required approvals, and operation and maintenance manuals, and related documents required as part of the project prior to issuing a recommendation for substantial completion.

Due to the delays, the overall construction schedule has been adjusted with an initial extension granted by the City Manager through March 1, 2023; a subsequent extension approved by the City Commission through March 1, 2024; an additional extension by the City Manager through June 29, 2024; and then a subsequent extension approved by the City Commission through February 28, 2025.

The project received substantial completion on June 7, 2024. Since achieving substantial

completion, the Contractor had additional delays prior to achieving final completion. The delays are related to replacing faulty parts which have been completed, completing the punch list items and providing final as-builts. The Contractor has been notified about potential application of liquidated damages in accordance with the Contract. In order to review the submittals from the Contractor, the Consultant requires additional time to complete inspections of remaining punch list items, review and approve as-builts, and complete record drawings, as well as complete closeout of FDEP and Broward County Permits. It is estimated the Consultant will require six months for the project close out.

To properly close out the project with the appropriate regulatory agencies it is now necessary to extend the Project Agreement 20-010-HS with Hazen and Sawyer, P.C., for six (6) additional months to August 28, 2025, at no additional cost to the City.

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**Department Head Recommendation:**

Approval

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**Person With Additional Information:**

Name: Diana Carrillo

Phone: 954-888-6070

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**Department Head Name and Title:**

Rodrigo de Castro, P.E., Director of Utilities

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**City Manager:**

Authorized for agenda placement

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**SUNRISE, FLORIDA**

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY OF SUNRISE, FLORIDA, APPROVING A “FOURTH AMENDMENT TO PROJECT AGREEMENT NO. 20-010-HS BETWEEN THE CITY OF SUNRISE AND HAZEN AND SAWYER, P.C.” FOR SPRINGTREE WWTP PLANT SERVICE WATER SYSTEM AND GRAVITY BELT THICKENING PUMPS IMPROVEMENTS DESIGN, BIDDING AND CONSTRUCTION MANAGEMENT SERVICES; AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, in 2020, via Resolution No. 10-91-20-G, the City Commission approved Project Agreement No. PA 20-010-HS (Project Agreement) with Hazen and Sawyer, P.C. for Springtree WWTP Plant Service Water System and Gravity Belt Thickening Pumps Improvements Design, Bidding and Construction Management Services; and

WHEREAS, in 2023, the parties entered into a First Amendment to the Project Agreement to extend the term through March 1, 2024; and

WHEREAS, in 2024, the parties entered into a Second Amendment to the Project Agreement to increase the maximum compensation, revise the payment schedule, and add required statutory provisions; and

WHEREAS, on February 7, 2024, the City Manager approved an extension of the Project Agreement through June 29, 2024; and

WHEREAS, on August 6, 2024, the parties entered into a Third Amendment to the Project Agreement to extend the term through February 28, 2025; and

WHEREAS, the parties wish to further extend the term of the Project Agreement through August 28, 2025 in order to close out the project with the appropriate regulatory agencies.

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

Section 1. A “Fourth Amendment to Project Agreement No. 20-010-HS between the City of Sunrise and Hazen and Sawyer, P.C.” for Springtree WWTP Plant Service Water System and Gravity Belt Thickening Pumps Improvements Design, Bidding and Construction Management Services (Fourth Amendment) is hereby approved. A copy

of the Fourth Amendment is attached hereto and made part of this Resolution as Exhibit A.

Section 2. The Mayor is hereby authorized to execute the Fourth Amendment.

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

PASSED AND ADOPTED THIS \_\_\_ DAY OF \_\_\_\_\_, 2025.

\_\_\_\_\_  
Mayor Michael J. Ryan

Authentication:

\_\_\_\_\_  
Felicia M. Bravo  
City Clerk

MOTION: \_\_\_\_\_  
SECOND: \_\_\_\_\_

CLARKE: \_\_\_\_\_  
GUZMAN: \_\_\_\_\_  
KERCH: \_\_\_\_\_  
SCUOTTO: \_\_\_\_\_  
RYAN: \_\_\_\_\_

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

\_\_\_\_\_  
Thomas P. Moss

**Fourth Amendment To**  
**Project Agreement No. 20-010-HS**

**Between**

**THE CITY OF SUNRISE**

**And**

**Hazen and Sawyer, P.C.**

This Fourth Amendment (Fourth Amendment) to the “Project Agreement between the City of Sunrise and Hazen and Sawyer, P.C. for Project Agreement No. PA-20-010-HS Springtree WWTP Plant Service Water System and Gravity Belt Thickening Pumps Improvements Design, Bidding and Construction Management Services” dated June 26, 2020, is between the City of Sunrise, a municipal corporation (City or CITY) and Hazen and Sawyer, P.C. (Consultant or CONSULTANT).

**WHEREAS**, on October 28, 2010, the City and Hazen and Sawyer, P.C. entered into a Continuing Services Agreement for Water and Wastewater Infrastructure Projects; and

**WHEREAS**, Project Agreement No. 20-010-HS (Project Agreement) for the Springtree WWTP Plant Service Water System and Gravity Belt Thickening Pumps Improvements Design, Bidding and Construction Management Services project was entered into between the City of Sunrise and Hazen and Sawyer, P.C. on June 26, 2020; and

**WHEREAS**, on December 23, 2022, the City Manager authorized a sixty (60) day extension through March 1, 2023 for preparation and submittal of the necessary City Commission agenda item requesting an extension of longer duration; and

**WHEREAS**, on February 28, 2023, the City Commission approved the extension of the term of the Agreement for through March 1, 2024; and

**WHEREAS**, on February 7, 2024, the City Manager approved the extension of the term of the Agreement for through June 29, 2024; and

**WHEREAS**, on August 6, 2024, the Commission approved the extension of the term of the Agreement through February 28, 2025; and

**WHEREAS**, the parties wish to amend the Project Agreement to further extend the term.

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

1. Recitals Incorporated. The foregoing recitals are incorporated by reference and made part of this Fourth Amendment.
2. Amendment to Project Agreement. The Project Agreement is hereby amended as follows with additions in underscore and deletions in ~~strikethrough~~:
  - a. Section 4.1 Term. This Project Agreement shall commence on the date this instrument is fully executed by all parties and shall continue in full force and effect through ~~February 28, 2025~~, August 28, 2025, unless otherwise terminated pursuant to Section 7 or other applicable provisions of this Project Agreement. ~~The CITY'S City Manager, in his sole discretion may extend the term of this Project Agreement through written notification to the CONSULTANT. Such extension shall not exceed 180 days. No further extensions of this Project Agreement shall be effective unless authorized by the City Commission."~~
3. Conflicting Terms. In the event the terms of this Fourth Amendment conflict with those of the Project Agreement, First Amendment, Second Amendment, or Third Amendment, the Fourth Amendment shall govern.
4. All other terms of the Project Agreement shall remain and continue in full force and effect.
5. Captions. The captions of this Fourth Amendment are for convenience only and are not to be construed as defining or limiting in any way the scope or intent of the provisions of this Amendment.
6. Effective Date. This Fourth Amendment shall be effective on the date executed by both parties.

**IN WITNESS WHEREOF**, the parties hereto have made and executed this Fourth Amendment on the respective dates under each signature: the CITY, signing by and through its Mayor, attested to by its City Clerk, duly authorized to execute same and by Hazen and Sawyer, P.C. by and through its Vice President duly authorized to execute same.

**CITY**

**CITY OF SUNRISE, FLORIDA**

By: \_\_\_\_\_  
Mayor Michael J. Ryan  
\_\_\_\_\_ day of \_\_\_\_\_, 2024.

AUTHENTICATION:

\_\_\_\_\_  
Felicia M. Bravo, City Clerk

(SEAL)

Approved as to form the City:

By: \_\_\_\_\_  
Thomas P. Moss.  
City Attorney



**CONSULTANT**

**HAZEN AND SAWYER, P.C.**

By: \_\_\_\_\_

Patricia A. Carney, P.E.,  
Vice President

\_\_\_ day of \_\_\_\_\_, 2024.

**AUTHENTICATE:**

\_\_\_\_\_  
Robert B. Taylor, Jr., P.E.

Vice President

(CORPORATE SEAL)

**WITNESSES:**

\_\_\_\_\_

\_\_\_\_\_

CITY CLERK  
CITY OF SUNRISE

2020 JUN 26 PM 2:05

## PROJECT AGREEMENT

Between

THE CITY OF SUNRISE

And

Hazen and Sawyer, P.C.

For

Project Agreement No. PA-20-010-HS

### **Springtree WWTP Plant Service Water System and Gravity Belt Thickening Pumps Improvements Design, Bidding and Construction Management Services.**

Pursuant to the provisions contained in the Continuing Services Agreement between the City of Sunrise and Hazen and Sawyer, P.C. for General Professional Engineering Services (hereinafter referred to "CONTINUING SERVICES AGREEMENT") dated October 28, 2010, this Project Agreement between the City of Sunrise ("CITY") and Hazen and Sawyer, P.C. ("CONSULTANT") authorizes the CONSULTANT to provide the services as set forth below:

The CITY and the CONSULTANT agree as follows:

#### **SECTION 1 DEFINITIONS**

1.1 **Change Order**: Change Order shall mean a written order to the CONSULTANT executed by the CITY, issued after execution of a Project Agreement or other agreement, authorizing and directing an addition, deletion or revision in the Work or an adjustment in the Contract Price or Contract Times, issued on the effective date of the Agreement.

1.2 **Contract Documents**: The Contract Documents establish the Rights and obligations of the parties and include the Agreement, Addenda (which pertain to the Contract Documents), Contractor's Bid (including documentation accompanying the Bid and any post Bid documentation submitted prior to the Notice of Award) when attached as an exhibit to the Agreement, the Notice to Proceed, the Bonds, these General Conditions, the Supplementary Conditions, the Specifications and the Drawings as the same are more specifically identified in the Agreement, together with all Written Amendments, Change Orders, Work Change Directives, Field Orders, and Engineer's written interpretations and clarifications issued on or after the Effective Date of the Agreement. Approved Shop Drawings and the reports and drawings of subsurface and physical conditions are not Contract Documents. Only printed or hard copies of the items listed in this paragraph are Contract Documents. Files in electronic format of text, data, graphics, and the like that may be furnished by the CITY, the CONSULTANT or the Engineer to the Contractor are not Contract Documents.

1.3 **Defective Work**: The word "Defective", when modifying the word "Work", refers to Work that is unsatisfactory, faulty, or deficient in that it does not conform to the Contract Documents or does not meet the requirements of any inspection, reference standard, test, or approval referred to in the Contract Documents, or has been damaged prior to Engineer's recommendation of final payment (unless responsibility for the protection thereof has been assumed by the CITY).

1.4 **Drawings**: That part of the Contract Documents prepared or approved by the CONSULTANT which graphically shows the scope, extent, and character of the Work to be performed by the Contractor. Shop Drawings and other Contractor submittals are not Drawings as so defined.

1.5 **Field Order**: A written order issued by the CONSULTANT which requires minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.

1.6 **Specifications**: That part of the Contract Documents consisting of written technical descriptions of materials, equipment, systems, standards, and workmanship as applied to the Work and certain administrative details applicable thereto.

1.7 **Subconsultant** An entity having a direct contract with the CONSULTANT or with any other Subconsultant for the performance of a part of the Work.

1.8 **Work**. The entire completed construction or the various separately identifiable parts thereof required to be provided under this Project Agreement. Work includes and is the result of performing or providing all labor, services, and documentation necessary to complete the Work, all as required by this Project Agreements.

## **SECTION 2 SCOPE OF SERVICES**

2.1 The CONSULTANT shall provide engineering services to the CITY for the Project as described in the "Project Description" attached as **EXHIBIT "1"**.

2.2 The "Scope of Services" and tasks to be provided by the CONSULTANT for this Project are those services and tasks as listed in **EXHIBIT "2"**.

2.3 The CITY may request changes that would increase, decrease, or otherwise modify the Scope of Services. Such changes must be contained in a written change order executed by the parties in accordance with the provisions of the Continuing Services Agreement, prior to any deviation from the terms of the Project Agreement, including the initiation of any extra Work.

## **SECTION 3 DELIVERABLES**

As part of the Scope of Services the CONSULTANT shall provide to the CITY the Deliverables as listed in **EXHIBIT "5"**.

## **SECTION 4 TERM / TIME OF PERFORMANCE / DAMAGES**

4.1 **Term**. This Project Agreement shall commence on the date this instrument is fully executed by all parties and shall continue in full force and effect through **December 31, 2022** unless otherwise terminated pursuant to Section 7 or other applicable provisions of this Project Agreement. The CITY'S City Manager, in his sole discretion may extend the term of this Project Agreement through written notification to the CONSULTANT. Such extension shall not exceed **180** days. No further extensions of this Project Agreement shall be effective unless authorized by the City Commission.

4.2 **Commencement**. The CONSULTANT'S services under this Project Agreement and the time frames applicable to this Project Agreement shall commence upon the date provided in a written

Notification of Commencement ("Commencement Date") and receipt of a fully executed Purchase Order provided to the CONSULTANT from the CITY. The CONSULTANT shall not incur any expenses or obligations for payment to third parties prior to the issuance of the Notification of Commencement. The CONSULTANT must receive written notice from the CITY'S Director of Utilities or designee prior to beginning the performance of services in any subsequent phases of this Agreement. Prior to granting notice for the CONSULTANT to proceed to a subsequent phase, the CITY'S Director of Utilities or designee may, at its sole option, require the CONSULTANT to submit the itemized deliverables/documents identified in **EXHIBIT "5"** of this Agreement for the Director's review.

4.3 **Contract Time.** Upon receipt of the Notification of Commencement and the fully executed Purchase Order, the CONSULTANT shall commence services to the CITY on the Commencement Date, and shall continuously perform services to the CITY, without interruption, in accordance with the time frames set forth in the "Project Schedule," a copy of which is attached and incorporated into this Agreement as **EXHIBIT "3"**. The number of calendar days from the Commencement Date, through the date set forth in the Project Schedule for completion of the Project or the date of actual completion of the Project, whichever shall last occur, shall constitute the Contract Time.

4.4 **No Damages For Delay.** The CONSULTANT shall not be entitled to any claim for damages including, but not limited to, loss of profits, loss of use, home office overhead expenses, equipment rental and similar costs, on account of delays in the progress of the Project from any cause whatsoever including an act or neglect of the CITY, adverse weather conditions, an act of God, strike, war or national disaster or emergency, unusual delay in deliveries, unusual delay in procuring permits, differing site conditions, unavoidable casualties or other causes beyond the CONSULTANT'S control, or by delay authorized or caused by the CITY, or by other causes which the CONSULTANT determines may justify delay. The CONSULTANT'S sole remedy for any such delay shall be a reasonable extension of time and a revision to the Project Schedule as determined by the CITY. The CONSULTANT will not be entitled to damages for delay, howsoever caused. However, additional costs to the CONSULTANT or delays in the CONSULTANT'S performance caused by improperly timed activities shall not be the basis for granting a time extension. If the CONSULTANT wishes to make a claim for an increase in time of performance, written notice of such claim shall be made to the CITY within thirty (30) calendar days after the occurrence of the event, or the first appearance of the condition giving rise to such claim. The CITY'S representative, shall determine whether or not the CONSULTANT is entitled to a time extension for the delay. The failure of the CONSULTANT to give such notice shall constitute a waiver of any claim under this section.

4.5 Notwithstanding the provisions of Paragraph 4.4, in the event that the Contractor fails to substantially complete the Project on or before the substantial completion date specified in the Contract for Construction or the Contractor is granted an extension of the time to complete performance under the Contract for Construction, and the CONSULTANT'S contract administration services are materially extended by the CITY as a direct result thereof and through no fault of the CONSULTANT, the CONSULTANT shall be entitled to additional compensation at the rates shown in the Continuing Services Agreement **EXHIBIT "A"**, Salary Costs. The amount of compensation due by the CONSULTANT under this paragraph shall be pursuant to an approved Change Order.

4.6 All limitations of time set forth in this Agreement are of the essence.

## **SECTION 5 AMOUNT, BASIS AND METHOD OF COMPENSATION**

5.1 The basis and method of compensation to the CONSULTANT for the services rendered pursuant to this Project Agreement shall be in conformance with **EXHIBIT "E"** of the Continuing Services Agreement.

5.2 **Maximum Amount Not-To-Exceed Compensation.** CITY agrees to pay CONSULTANT as compensation for performance of all services as related to the Project, (as listed in **Exhibit "A"** of the Continuing Services Agreement) up to a maximum amount not-to-exceed including Other Direct Costs **\$170,935**.

5.3 **Lump Sum Compensation – Not used.**

## **SECTION 6 BILLING AND PAYMENTS TO THE CONSULTANT**

Billing and payments to the CONSULTANT shall be in accordance with **EXHIBIT "E"** of the Continuing Services Agreement and **EXHIBIT "4"** of this Agreement.

## **SECTION 7 TERMINATION / SUSPENSION**

7.1 Termination shall be in accordance with Section 6 of the Continuing Services Agreement.

7.2 Suspension in accordance with Section 43 of the Continuing Services Agreement.

7.3 **Assignment Upon Termination.** Upon termination of this Project Agreement, the work product of the CONSULTANT shall become the property of the CITY and the CONSULTANT shall within ten (10) working days of receipt of written direction from the CITY, transfer to either the CITY or its authorized designee, all work product in its possession, including but not limited to, designs, specifications, drawings, studies, reports and all other documents and data in the possession of the CONSULTANT pertaining to this Project Agreement. Upon the CITY'S request, the CONSULTANT shall additionally assign its rights, title and interest under any subcontractor's agreements to the CITY. All Work product provided under this Section shall be used solely for its intended purpose.

## **SECTION 8 PERSONNEL ASSIGNED TO PROJECT**

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

<b>NAME</b>	<b>FUNCTION</b>
Patricia Carney, PE	Company Officer
Kurt Pfeffer, PE	Process Mechanical QAQC, Technical Expert
Anthony Niemiec Jr., PE	Process Mechanical, IPR, Project Manager
Brad Pickett, PE	Electrical, Supervising Professional
Patrick Bowles, PE	Electrical, Professional
Jean Paul Silva, PE	Structural, Supervising Professional
Keith Dinnen, PE	I&C, Supervising Professional
Anna Lindsay	Assistant Professional
Michael Niemiec	Designer
Teresa McNally	Senior Administrator

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

**SECTION 9 INCORPORATION OF CONTINUING SERVICES AGREEMENT**

All terms and conditions of the "Continuing Service Agreement" between the CITY and the CONSULTANT dated, **October 28, 2010** not specifically modified by this Project Agreement shall remain in full force and effect and are incorporated into and made a part of this Project Agreement by this reference as though set forth in full.

**SECTION 10 SEVERABILITY**

If any term or provision of this Project Agreement or its application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Project Agreement or the application of such terms or provisions to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Project Agreement shall be deemed valid and enforceable to the extent permitted by law.

**SECTION 11 GOVERNING LAW**

This Agreement shall be governed by the laws of the State of Florida. Except as set forth in Sections 6.2, 14 and 32 of the Continuing Services Agreement, should the Parties be involved in legal action against each other arising under, or connected to, this Agreement, each party will be responsible for their own attorneys' fees and costs. The venue for any litigation will be Broward County, Florida. Both Parties hereby agree to waive a jury trial, and will proceed to a trial by judge if necessary.

**SECTION 12 PUBLIC RECORDS**

The CONSULTANT shall comply with all applicable requirements contained in the Florida Public Records Law (Chapter 119, Florida Statutes), including but not limited to any applicable provisions in Section 119.0701, Florida Statutes. To the extent that the CONSULTANT and this Project Agreement are subject to the requirements in Section 119.0701, Florida Statutes, the CONSULTANT shall:

- (a) Keep and maintain public records required by the CITY to perform the services provided hereunder.
- (b) Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law for the duration of the term of this Project Agreement and following completion of this Project Agreement if the CONSULTANT does not transfer the records to the CITY.
- (d) Upon completion of the Project Agreement, transfer, at no cost, to the CITY all public records in the possession of the CONSULTANT or keep and maintain public records required by the CITY to perform the service. If the CONSULTANT transfers all public records to the CITY upon completion of the Project Agreement, the CONSULTANT shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONSULTANT keeps and maintains public records upon completion of the Project Agreement, the CONSULTANT shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY.

If the CONSULTANT fails to comply with the requirements in this Section 12, the CITY may enforce these provisions in accordance with the terms of this Project Agreement. If the CONSULTANT fails to provide the public records to the CITY within a reasonable time, it may be subject to penalties under Section 119.10, Florida Statutes.

**IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS PROJECT AGREEMENT, THE CONSULTANT SHOULD CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS: THE CITY CLERK, FELICIA M. BRAVO, BY TELEPHONE (954/746-3333), E-MAIL (CITYCLERK@SUNRISEFL.GOV), OR MAIL (CITY OF SUNRISE, OFFICE OF THE CITY CLERK, 10770 WEST OAKLAND PARK BOULEVARD, SUNRISE, FLORIDA 33351).**

[SPACE INTENTIONALLY LEFT BLANK]

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

CITY

CITY OF SUNRISE, FLORIDA

By:   
Mayor Michael J. Ryan

26 day of June, 2020.

AUTHENTICATION:

  
Felicia M. Bravo  
City Clerk

(SEAL) Seal



Approved as to form:

Kimberly A. Kisslan, City Attorney

By:   
Kimberly A. Kisslan  
City Attorney



CONSULTANT

Hazen and Sawyer, P.C.

By: Pat Carney  
Patricia A. Carney, P.E.  
Vice President

14<sup>th</sup> day of May, 2020.

AUTHENTICATE:

\_\_\_\_\_  
Secretary

Robert B. Taylor, Jr.  
Robert B. Taylor, Jr., P.E.  
Vice President



WITNESSES:

[Signature]

[Signature]

## EXHIBIT "1"

### TO

## PROJECT AGREEMENT

### **Springtree WWTP Plant Service Water System and Gravity Belt Thickening Pumps Improvements Design, Bidding and Construction Management Services.**

## PROJECT DESCRIPTION

This project provides improvements required to address deficiencies in the Springtree WWTP Plant Service Water System (PSW) system, provide improved reliability of the PSW system operation and make improvements to the Gravity Belt Thickening (GBT) pumping systems. Preliminary design for improvements to the GBT pumping systems, included replacement of thicken sludge pumps for the GBT system, a strainer and wash water pumps for each GBT unit was completed under Letter Agreement 298 entitled "Springtree WWTP Thickened Sludge Pumps Replacement" (March 2018, Hazen). As part of the Scope of Work of this Project Agreement, this work will be combined with improvements to the PSW system as a single bid package.

The summary of work for the upgrades to the Springtree WWTP PSW and GBT pumping systems includes the following:

- Addition of a third PSW pump and associated electrical and instrumentation components. The third PSW pump will be identical in flow and head to the existing PSW pumps. This pump will serve as a standby pump.
- Installation of eight isolation valves at various branch locations in the PSW loop to improve operational flexibility. The number and location of these valves were determined by a previous study conducted under Letter Agreement 297 entitled "Springtree WWTP Plant Service Water System Study" (February 2019, Hazen).
- Replacement of local check valves of the PSW system to surge damping check valves for assist with localized treatment process water hammer.
- Removal and replacement of two existing GBT Thickened Sludge Pumps. The existing pumps are nearing the end of their useful life. The proposed pumps will be positive displacement pumps as previously recommended by the Engineer for this application. Design for replacement of these pumps includes replacement of the suction and discharge piping.
- Installation of two GBT Wash Water Booster Pumps, associated piping, and controls. These pumps will be an addition to the system to provide adequate process water to the system.

**EXHIBIT "2"**

**TO**

**PROJECT AGREEMENT**

**Springtree WWTP Plant Service Water System and Gravity Belt Thickening Pumps Improvements  
Design, Bidding and Construction Management Services.**

**SCOPE OF SERVICES**

**SECTION 1 DESIGN SERVICES**

Unless otherwise agreed in writing, the CONSULTANT shall perform the following design services in connection with the Project:

- 1.1 Basis of Design. – Not used.**
- 1.2 Preliminary Consultation and Analysis. – Not used.**
- 1.3 Preliminary Documents. – Not used.**
- 1.4 Design for Bidding.** Upon authorization by the CITY, and after reviewing with the CITY the subsurface utility locate information, and after incorporating any changes or alterations authorized or directed by the CITY with respect to the proposed improvements and upgrades or with respect to the requirements of the Project, and after written authorization, respectively, the CONSULTANT shall prepare and submit to the CITY, 90% and 100% Design Documents for Construction in accordance with the project schedule (Exhibit 3) and deliverables (Exhibit 5).

CONSULTANT will attend the following meetings in support of project implementation:

1. Kickoff Meeting (Minutes will be provided)
2. One Site Visit with City Staff and Subconsultant, if required
3. 90% Design Workshop Meeting (Minutes will be provided)

The Design for Construction shall include drawings, plans and specifications (the "Construction Documents") which describe with specificity all elements, details, components, materials, and other information necessary for construction of a complete and usable Project. The Construction Documents shall be accurate, coordinated and adequate for construction and shall be in conformity and comply with all applicable law, codes and regulations. Products, equipment and material specified for use shall be readily available

unless written authorization to the contrary is given by the CITY. The Design for Construction shall specifically include, but shall not be limited to, the following:

- 1.4.1 General Design. General design covers index of drawings, location and vicinity maps, design data, flow diagrams, and general conditions. General drawings and specifications shall be prepared;
  - 1.4.2 Civil Design. Civil Design covers the layout of the proposed facilities and associated outside piping, and site restoration. Pipeline profiles are not included as part of this work. Contract drawings and specifications for the civil work shall be prepared;
  - 1.4.3 Architectural Design. - Not used.
  - 1.4.4 Structural Design. Structural design of the equipment foundation and piping supports is covered by this task. Contract drawings and specifications for the structural work shall be prepared;
  - 1.4.5 Mechanical Design. Mechanical design consists of the selection, design, and layout of new pumping equipment and piping. Contract drawings and specifications for the mechanical work shall be prepared;
  - 1.4.6 Electrical Design. Electrical design will be provided in support of the proposed new pumping systems;
  - 1.4.7 Instrumentation and Control Design. Three P&IDs will be prepared, one for each of the following: the plant service water pump, gravity belt thickening pumps, and wash water pumps. P&IDs will be limited to the three processes noted above.
  - 1.4.8 Subsurface Utility Location. CONSULTANT shall contract the services of a subsurface utility location provider and licensed State of Florida Surveyor to conduct and record the findings at eight locations where isolation valves are proposed along the plant service water loop. The information provided will include utility conflicts, pipe sizes, top of pipe elevation and pipe material. Consultant shall review the completed subsurface utility locate report to assure its completeness prior to the utilization in the design process.
- 1.5 Estimate of the Cost of Construction.** Contemporaneously with the submission of the 90% Design for Construction documents, the CONSULTANT shall submit to the CITY in writing its updated Estimate of the Cost of Construction. The CONSULTANT shall submit the final Estimate of the Cost of Construction with the 100% completed Design for construction. Once submitted, said final estimate shall not be increased or decreased by the CONSULTANT unless the Design for Construction is changed upon authorization by the CITY. In such event said final estimate shall be reasonably adjusted to reflect any increase or decrease in cost resulting from the change in Design for Construction. Prior to authorizing the CONSULTANT to proceed with preparation of the Design for Construction, the CITY may establish and communicate to the CONSULTANT a maximum sum for the Cost of Construction of the Project (the "Maximum Cost Limit"). If the CITY has not advertised for bids within ninety (90) days after the CONSULTANT submits the Design for Construction to the CITY, the CONSULTANT shall adjust the Estimate of the Cost of

Construction utilizing changes in the Engineering News Record Construction Cost Index between the date of submission of the Design for Construction to the CITY and the date on which bids are sought. In the event the final estimate of the Cost of Construction as provided in this Paragraph exceeds the Maximum Cost Limit, or in the event the lowest bona fide bid from a qualified contractor exceeds the Maximum Cost Limit, the CITY may require the CONSULTANT, without additional cost to the CITY, to consult with the CITY and to revise and modify the Design for Construction and the Contract Documents as required to achieve compliance with the Maximum Cost Limit. Absent clear and convincing negligence on the part of the CONSULTANT in making its final Estimate of the Cost of Construction or in designing the Project without regard to the Maximum Cost Limit, providing such modifications and revisions shall be the limit of the CONSULTANT's responsibility arising from the establishment of the Maximum Cost Limit, and having done so, the CONSULTANT shall be entitled to compensation for all other services performed, in accordance with the Project Agreement;

**1.6** **Permit Documents:** The CONSULTANT shall prepare permit documents required for the approval of authorities having jurisdiction over the Project, and the CONSULTANT shall coordinate the issuance of all required permits with any authorities having jurisdiction of same. The CITY shall pay all permitting, application and processing fees. The CONSULTANT shall prepare all applicable permit applications and supply corrected 90% drawings for submittal with those applications and obtain permit review approval status prior to bidding the project, unless otherwise directed by the Utilities Director.

Failure to identify governmental authorities that have jurisdiction over the project does not relieve CONSULTANT from responsibility to pursue the permit as described above. However, an equitable adjustment to the CONSULTANT's compensation may be negotiated if deemed appropriate. The CITY shall pay all permitting, application and processing fees.

- State of Florida Department of Environmental Protection Department (FDEP)
- Broward County Environmental Protection and Growth Management Division (BC EPGMD)
- City of Sunrise Community Development Department – Engineering
- City of Sunrise Community Development Department – Building Department

The City of Sunrise Community Development Engineering submittal assumes a maximum of two submittals for comments limited to City standards and Code related items. All other comments will be addressed at the Engineer's discretion. Subsequent submittals and/or reviews will be done on a time and material basis with a minimum 21-day response time.

1.6.1 CONSULTANT will attend a Pre-Permitting Meeting with the City of Sunrise Community Development Department - Engineering Division.

## SECTION 2 BIDDING SERVICES

Unless otherwise agreed in writing, the CONSULTANT shall perform the following bidding services in connection with the Project:

- 2.1 **Solicitation of Bids.** The CONSULTANT shall prepare bid specifications and packages as directed by the CITY Purchasing Department. CONSULTANT shall meet with CITY Purchasing Department to review bid documents. CONSULTANT shall provide a final copy of the complete bid package in digital format to the CITY for distribution to prospective bidders. CONSULTANT shall attend a pre-bid conference and project site visit.
- 2.2 **Addenda.** The CONSULTANT shall prepare for CITY approval addenda as appropriate to provide responses to technical inquiries regarding the Bidding Documents. The CONSULTANT shall provide the CITY with a digital copy of addenda for distribution to prospective bidders. The CONSULTANT shall coordinate with the CITY during the bidding process and be available to assist the CITY in addressing bidders' technical questions and comments at any time during the bidding process. Non-technical inquiries will be addressed by the CITY.
- 2.3 **Evaluation of Contractors and Suppliers.** The CITY shall forward the bid proposal package for the lowest responsive bidder to the CONSULTANT. The CONSULTANT shall investigate, and evaluate the bid for technical compliance and advise the CITY as to the acceptability and qualifications of prospective contractors and prospective subcontractors, suppliers, and others proposed by the lowest responsive bidder. Non-technical bidding requirements shall be evaluated by the CITY. CONSULTANT shall make a recommendation to CITY in regard to the award of the contract.
- 2.4 **Substitution of Materials and Equipment.** Included as part of Construction Administration.
- 2.5 **Bid Opening.** The CONSULTANT shall attend the bid opening, which will be held at a location as specified by the CITY. The CITY shall prepare appropriate bid tabulation sheets. The CONSULTANT shall assist the CITY in evaluating bids or proposals as described above.
- 2.6 **Construction Cost.** If the bid cost of construction exceeds the estimated cost agreed upon by the CITY by more than 5% of the lowest bona fide bid or negotiated proposal, the CITY may (1) give written approval of an increase in such fixed limit, (2) authorize rebidding or renegotiating of the Project, (3) terminate the Project and this Agreement in accordance herewith, or (4) cooperate in revising the Project scope or quality, or both, as required to reduce the construction cost. In the case of (4), the CONSULTANT, without additional charge to the CITY, shall consult with the CITY and shall revise and modify the drawings and specifications as necessary to achieve compliance with the cost agreed upon by the CITY. Absent negligence on the part of the CONSULTANT in making its estimates of probable construction cost, providing such modifications and revisions shall be the limit of the CONSULTANT's responsibility arising from the establishment of such construction costs, and have done so, the CONSULTANT shall be entitled to compensation for all other services performed, in accordance with this Agreement.

### **SECTION 3 CONSTRUCTION CONTRACT ADMINISTRATION SERVICES**

Unless otherwise agreed in writing, the CONSULTANT shall perform the following Contract Administration Services in connection with the Project:

- 3.1 **Preparation of Conformed Documents for Contract Execution and Construction.** The CONSULTANT shall revise technical specifications and contract drawings to reflect the changes and revisions incorporated by addenda. The CONSULTANT shall prepare and provide deliverables to the City and the Contractor as needed or indicated in Exhibit 5 for Contract execution and use during construction of the project;
- 3.2 **Assistance to Contractor for Procuring Community Development Department - Engineering and Building Permits and Approvals.** The CONSULTANT shall provide assistance to the Contractor for procuring the Community Development Department permits from the City of Sunrise. CONSULTANT shall provide signed/sealed drawing revisions, and submittals as required to obtain permits, obtain inspection approvals and closeout permits. CONSULTANT shall provide previous drawing submittal permit comments to the Contractor within three (3) days of the Notice to Proceed (NTP) with this agreement. CONSULTANT shall insert the stamped drawings approved by the Community Development Department submittal sets provided to the Contractor. CONSULTANT shall provide drawing revisions to satisfy permit comments within seven (7) days of the issuance of the comment from the permit jurisdiction. CONSULTANT shall monitor merit status and provide feedback to the City. CONSULTANT shall revise drawings to reflect changes required for permit approval after the bid. CONSULTANT shall provide a permit submittal cover letter that addresses previous permit review comments, drawings changes since the previous permit submittal and new permit submittals within three (3) days of receiving copies of the contractors permit applications or updated submittals;
- 3.3 **Representation of the CITY.** The CONSULTANT shall represent the CITY during the construction phase which shall commence with the award of the Contract for Construction. Instructions and other appropriate communications from the CITY to the Contractor shall be communicated through the CONSULTANT unless the CITY directs otherwise. The CONSULTANT shall act on behalf of the CITY only to the extent provided in the Project Agreement and in the Contract for Construction. The CONSULTANT shall have and perform all of the duties, obligations and responsibilities of the CONSULTANT as set forth in the Contract for Construction to be executed by and between the CITY and a General Contractor. The CONSULTANT herein acknowledges that it has received, reviewed and studied a true and correct copy of said Contract for Construction (prior to its execution) and same is herein incorporated by reference;
- 3.4 **Construction Meetings.** The CONSULTANT shall schedule and attend a pre-construction meeting which shall include, but shall not be limited to, the CONSULTANT, the CITY, the Contractor, and the major Subcontractors. The pre-construction meeting shall review and discuss any applicable procedures for contract administration as well as any other items deemed appropriate by the CONSULTANT or the CITY. During construction, the level of effort for this task is limited to one (1) preconstruction conference and six (6) construction progress meetings with the City, Contractor and others. The CONSULTANT shall prepare,

distribute and maintain detailed minutes of the pre-construction meeting and all other meetings relating to the construction of the Project;

- 3.5 **Interpretations and Clarifications.** At any time during the Construction phase, the CONSULTANT shall notify the CITY in writing within five (5) working days of any necessary interpretations and clarifications of the Contract Documents. The written notification shall include any impacts to quality, operations, schedule or cost. The CONSULTANT shall prepare and issue any necessary interpretations and clarifications of the Contract Documents. The CONSULTANT must obtain written approval from the CITY if the interpretation or clarification of the Contract Documents will impact quality, operations, schedule or cost. If appropriate, the CONSULTANT shall prepare work directives and proposed Change Orders. The CONSULTANT shall issue no work directives or change orders that impact contract price, schedule, utility operations or quality without prior written approval of the CITY. The CONSULTANT may issue field orders that do not affect cost, schedule, quality or utility operations;
- 3.6 **Examination of the Schedule of Values.** Upon receipt, the CONSULTANT shall carefully review and examine the Contractor's Schedule of Values, together with any supporting documentation or data which the CITY or the CONSULTANT may require from the Contractor. The purpose of such review and examination will be to protect the CITY from an unbalanced Schedule of Values which allocates greater value to certain elements of the Work than is indicated by such supporting documentation or data, or than is reasonable under the circumstances. If the Schedule of Values is not found to be appropriate, or if the supporting documentation or data is deemed to be inadequate, and unless the CITY directs the CONSULTANT to the contrary in writing, the Schedule of Values shall be returned to the Contractor for revision or supporting documentation or data. After making such examination, if the Schedule of Values is found to be appropriate as submitted, or if necessary, as revised, the CONSULTANT shall sign the Schedule of Values thereby indicating its informed belief that the Schedule of Values constitutes a reasonable, balanced basis for payment of the Contract price to the Contractor. The CONSULTANT shall not sign such Schedule of Values in the absence of such belief unless directed to do so, in writing, by the CITY;
- 3.7 **Examination of Construction Schedules.** The CONSULTANT shall examine and review all construction schedules, and updates thereof, submitted by any Contractor or supplier in connection with the construction of the Project. The CONSULTANT shall advise the CITY in writing with respect to the adequacy and accuracy of any such schedules or updates;
- 3.8 **Inspection of the Work and Testing.** The CONSULTANT shall carefully inspect the Work of the Contractor whenever or wherever appropriate including any final inspection or testing required by the Contract Documents. The purpose of such inspections shall be to determine the quality, quantity and progress of the Work in comparison with the requirements of the Contract for Construction. In making such inspections, the CONSULTANT shall exercise care to protect the CITY from defects or deficiencies in the Work, from unexcused delays in the Schedule and from overpayment to the Contractor. Following each such inspection the CONSULTANT shall submit a written report of such inspection, together with any appropriate comments or recommendations, to the CITY. Furthermore, the CONSULTANT shall require and review any and all tests required by



laws, rules, regulations, ordinances, codes, orders or the Contract Documents and shall report in writing to the CITY the results thereof. The level of effort for this task is limited to 20 hours;

- 3.9 **Approval of Request for Payment.** The CONSULTANT shall review each Contractor pay requests and shall, with each pay request, recommend amounts due to the Contractor under the Contract for Construction predicated upon: inspections of the Work as required in Paragraph (c) hereinabove, evaluation of the Contractor's rate of progress in light of the remaining Contract time and upon evaluation of the Contractor's Request for Payment, and shall issue recommended approvals for Payment to the CITY in such amounts. The issuance of a recommended Approval for Payment shall constitute a representation by the CONSULTANT to the CITY that the CONSULTANT has made an inspection of the Work as provided in Paragraph (c) hereinabove, and that the Work has progressed to the level indicated, that the quality of the Work meets or exceeds the requirements of the Contract for Construction, and that, to the best of the knowledge, information and informed belief of the CONSULTANT, the Contractor is entitled to payment of the amount recommended for approval. The CITY shall be the final interpreter of the amount of payment;
- 3.10 **Contract Interpretations.** The CONSULTANT shall be the initial interpreter of the requirements of the drawings and specifications and the initial interpreter of the performance thereunder by the Contractor. The CONSULTANT shall render written or graphic interpretations necessary for the proper execution or progress of the Work with reasonable promptness on the request of the Contractor or the CITY. Unless otherwise directed by the CITY, the CONSULTANT shall determine all matters relating to the aesthetic effect, and such determination shall conform to the intent of the Contract for Construction;
- 3.11 **Rejection of Work.** The CONSULTANT shall reject any Work which does not conform to the Contract Documents unless directed by the CITY, in writing, not to do so. Whenever it is necessary in order to protect the interest of the CITY, the CONSULTANT shall require special inspection or testing of the Work in accordance with the provisions of the Contract for Construction whether or not such Work is fabricated, installed or completed;
- 3.12 **Shop Drawings and Submittals.** The CONSULTANT shall review, study, and approve, or take other necessary action upon, the Contractor's Shop Drawings, product data, samples, and other submittals. Approval by the CONSULTANT of the Contractor's submittal shall constitute the CONSULTANT's representation to the CITY that such submittal is in conformance with the Contract for Construction. Such action shall be taken with reasonable promptness so as to cause no delay to the Contractor or the Project;
- 3.13 **Change Orders.** The CONSULTANT shall review, and advise the CITY concerning, proposals and requests for Change Orders from the Contractor. The CONSULTANT shall prepare Change Orders for the CITY's approval and execution in accordance with the Contract for Construction and shall have authority to order, by Field Order, minor changes in the Work not involving an adjustment in the Contract Price or quality or an extension of the Contract Time;
- 3.14 **Start-Up.** The CONSULTANT shall provide the following start-up services:

- 3.14.1 Assistance in closing any financial or related transaction for the Project;
- 3.14.2 Assistance in connection with refining or adjusting any equipment or system for the Project;
- 3.14.3 Assistance in training CITY personnel to operate and maintain the Project;
- 3.14.4 Assistance in developing systems and procedures for operational control and maintenance for the Project;
- 3.14.5 Assistance in establishing appropriate systems for the generation and maintenance of Project records;
- 3.15 **Substantial Completion and Final Completion**. The CONSULTANT, based upon one or more inspections of the Project, shall determine and recommend in writing to the CITY the date of Substantial Completion of the Project and the date of Final Completion of the Project. The CONSULTANT shall insure all contractual requirements for substantial completion are met prior to issuing the recommendation to the CITY. When appropriate, the CONSULTANT shall issue a recommendation for Approval for final Payment. The CONSULTANT shall also receive, review for adequacy, compile in an organized, bound, and neat format, and forward to the CITY any and all written warranties, guarantees, bonds, certificates of inspection, tests, required approvals, operation manuals, maintenance manuals, and any other related documents required by the Contract for Construction prior to issuing a recommendation for substantial completion;
- 3.16 **Legal Assistance**. – Not used.
- 3.17 **Operation and Maintenance Manuals**. The CONSULTANT shall review, approve or take other necessary action upon the Contractor's submittal of Operation and Maintenance Manuals. Approved Operation and Maintenance Manuals shall be compiled in a notebook, acceptable electronic format as required by the construction contract.
- 3.18 **Record Drawings**. The CONSULTANT shall review any Record Drawings furnished by the Contractor and shall incorporate as-built information on reproducible drawings and certify and submit to the CITY that said drawings are adequate, accurate and complete as provided by the Contractor.
- 3.19 **Deficient Work Product**. The CONSULTANT shall, without additional compensation, promptly correct any errors, omissions, deficiencies or conflicts in its work product.
- 3.20 **Project Certifications**. The CONSULTANT shall assist in closing out the construction contract by certifying the final construction to permitting jurisdictional agencies. The CONSULTANT shall prepare written response to regulatory agencies requests for additional information (RAI) regarding the certification applications.

## **SECTION 4 THE INSPECTION PROJECT REPRESENTATIVE**

4.1 The CONSULTANT shall provide the services of a project INSPECTOR. The INSPECTOR shall be the CONSULTANT's agent at the Project site. The INSPECTOR shall inspect the work and shall keep the CITY fully informed of the progress and quality of the work. The INSPECTOR shall review the Contractor's schedule for performance of the work (and any updates thereof), the schedule of shop drawings and submittals (and any updates thereof), and the schedule of values prepared by the Contractor. The INSPECTOR shall attend all prebid, preconstruction, and other meetings pertaining to construction of the Project and shall prepare, circulate, and maintain detailed minutes of same. The INSPECTOR shall serve as the CONSULTANT's liaison with the Contractor but shall not, absent written approval from the Contractor, communicate with the Contractor's subcontractors. The INSPECTOR shall record the receipt of all shop drawings, submittals, and samples as well as any action taken in connection with same by the CONSULTANT or the Contractor. The INSPECTOR shall provide immediate written notification to the CONSULTANT and the Contractor in the event the Contractor commences any work without necessary shop drawings, submittals or samples having first been submitted to the CONSULTANT. The INSPECTOR shall record in writing, and immediately report to the CONSULTANT and the CITY), any defective, deficient, faulty or unsatisfactory work performed by the Contractor. The INSPECTOR shall witness and verify all tests required by the Contract Documents as well as the operation of any and all equipment and systems installed by the Contractor. The INSPECTOR shall maintain detailed records relating to any such tests. The INSPECTOR shall accompany any visiting inspectors or representatives of the CITY when requested by the CONSULTANT or the CITY. The INSPECTOR shall immediately notify the CONSULTANT in writing in the event any clarifications or interpretations of the Contract Documents are required or requested by the Contractor. The INSPECTOR shall maintain at the Project site a complete set of Contract Documents including all addenda, change orders, modifications, supplemental drawings, field orders, and directives. The INSPECTOR shall maintain detailed records of the progress of the work, any problems encountered by the Contractor or subcontractors, weather conditions, daily activities, site visitors, decisions, observations in general, specific observations, manpower on the Project, and such other items as may be relevant to the progress and quality of the construction. The INSPECTOR shall also maintain names, addresses and telephone numbers of all contractors, subcontractors, and major suppliers of material and equipment for the Project. The INSPECTOR shall periodically (and no less frequently than monthly) prepare reports of the progress of the work and the Contractor's compliance with the Contract Documents including, but not limited to, the progress schedule and the schedule of shop drawings and sample submittals. The INSPECTOR shall advise the CONSULTANT in advance of any scheduled test, inspection or start-up of equipment as well as commencement of any significant phase of the Work. The INSPECTOR shall report immediately in writing to CONSULTANT and the CITY upon the occurrence of any accident. In accordance with the requirements of the contract between the CITY and the CONSULTANT, the INSPECTOR shall review the Contractor's applications for payment. The INSPECTOR shall verify the submission of all certificates, maintenance manuals, operation manuals, and other documents required by the Contract Documents and shall deliver copies of same to the CONSULTANT and the CITY prior to final payment to the Contractor. The INSPECTOR shall assist with any final inspection of the Work and shall inspect the Work to determine that all requirements for final inspection have been

completed. Any exceptions noted shall be submitted to the CONSULTANT and the CITY in writing prior to final payment to the Contractor. The level of effort for this task is limited to 144 hours. The City will provide an inspector for four of the eight isolation valve installations;

- 4.2 The INSPECTOR SHALL NOT AUTHORIZE ANY DEVIATION FROM THE CONTRACT DOCUMENTS OR ANY SUBSTITUTION OF MATERIALS OR EQUIPMENT UNLESS FIRST AUTHORIZED IN WRITING BY BOTH THE CONSULTANT AND THE CITY. The INSPECTOR shall not exceed the limitations of the CONSULTANT's authority as set forth in the agreement by and between the CONSULTANT and the CITY or as set forth in the Contract Documents. The INSPECTOR shall not undertake any of the responsibilities or duties of the Contractor, subcontractors, equipment suppliers, or others charged with construction of the Project. The INSPECTOR shall not advise with respect to, or assume control over, any of the means, methods, techniques, sequences or procedures of construction unless such advice or control is specifically required by the Contract Documents. IT IS EXPRESSLY AGREED AND UNDERSTOOD THAT THE DUTIES AND RESPONSIBILITIES OF THE CONSULTANT SHALL IN NO MANNER WHATSOEVER BE DIMINISHED, RELEASED, DISCHARGED, OR WAIVED AS A RESULT OF ANY PERFORMANCE (OR LACK THEREOF) BY THE INSPECTOR.

**SECTION 5 SPECIAL SERVICES OF THE CONSULTANT – Not used.**

**SECTION 6 SERVICE SCHEDULE**

The CONSULTANT shall perform its services expeditiously. The CONSULTANT shall, when requested by the CITY, submit to the CITY for approval a schedule for the performance for the CONSULTANT's services which shall include allowance for time required for the CITY's review of submissions and for approvals of authorities have jurisdiction over the Project. The CITY shall review and approve or reject any schedules submitted by the CONSULTANT within 10 working days of said submittal. If, in the event that construction of the Project is suspended for more than thirty days, the CONSULTANT shall also suspend Construction Administration Services upon request of CITY. Any time spent on the Project at the request of the CITY or on the CITY's behalf during this suspension shall be additional services and shall be paid based on the Standard Hourly Rates attached to this contract. The reasonable term of construction upon which the fees for Construction Administration in this contract are based, shall be extended to include the period of construction suspension. This schedule, when approved by the CITY, shall not, except for cause, be exceeded by the CONSULTANT. In the event the CITY rejects any schedules submitted by the CONSULTANT, the CONSULTANT shall submit a revised schedule within two (2) business days of said rejection. Submission of a schedule acceptable to the CITY and to which the CITY makes no objection shall be a condition precedent for any payment to the CONSULTANT.

## **SECTION 7 MISCELLANEOUS SERVICES – Not used.**

### **KEY ASSUMPTIONS**

1. City will provide staff as needed to access the site as well as open or operate any equipment associated with this project.
2. City will provide record drawings information for underground utilities and electrical systems in the areas around the plant service water system and piping associated with this system.
3. HVAC and Architectural modifications are not included. Landscaping and photometric plans are not included. A geotechnical investigation is not included, as it is not required for this work. Pipeline profiles are not included as part of this work.
4. A detailed survey is not included. Survey information is limited to that described in Task 1.4 and record survey information provided by the City.
5. The City will provide AutoCAD files from the Springtree Injection Well Flow Delivery Project.
6. The CONSULTANT shall not be responsible for the acts or omissions of the Contractor, any construction subcontractor or any other person (except CONSULTANT's own employees, subconsultants or other agents) at the project site.
7. The CONSULTANT shall not be responsible for the Contractor's means, methods, techniques, sequences, or procedures of construction or the safety precautions and programs incident hereto. CONSULTANT shall issue all technical instructions to the Contractor and shall interpret all technical requirements of the Construction Contract documents.
8. Fees for legal assistance are not included as part of this work.
9. CONSULTANT shall provide the following Conformed Documents: six (6) sets of specifications and six (6) sets of half size drawings for contract execution; and six (6) sets of full size "D" drawings and six (6) sets of half-size drawings in accordance with permit approvals. CONSULTANT shall provide specification pages changed per addenda on colored paper. CONSULTANT shall provide notes on drawings changed per addenda; and CONSULTANT shall cloud and note all drawing changes required for each permit jurisdiction approval.
10. Inspection Project Representative (IPR) will work part-time during periods of active new construction. The CONSULTANT'S Inspection Project Representative will provide part-time services averaging 5.5 hours per week during periods of active new construction, including construction of new concrete slabs and equipment pads and installation and testing for plant service water pump, two (2) thickened waste sludge pumps, two (2) wash water booster pumps, eight (8) isolation valves and electrical equipment.
11. CONSULTANT shall prepare invoices on a per task basis. Permitting will be the only subtask shown on invoices
12. Level of effort for construction management services has been based on an active construction period of six (6) months. Inspection services and progress meetings are anticipated to be required during this six (6) month duration. It is noted that the contractual construction period will be longer based on equipment lead times; however, construction administration services are anticipated to be limited to processing of submittals and other project paperwork during this additional time.

**EXHIBIT "3"**

**TO**

**PROJECT AGREEMENT**

**Springtree WWTP Plant Service Water System and Gravity Belt Thickening Pumps Improvements  
Design, Bidding and Construction Management Services.**

**PROJECT SCHEDULE**

<b>Task</b>	<b>Task Description</b>	<b>Duration (Weeks)</b>	<b>Task-Completion (Weeks after NTP)</b>
<b>1</b>	<b>Design Services (NTP 1)<sup>1</sup></b>	<b>24</b>	<b>24</b>
1.4/1.5	Construction Documents		
	Subsurface Utility Locator	-	-
	Construction Documents (90%)	10	10
	Develop 90% Design Drawings	-	-
	Develop 90% Opinion of Probably Cost (Class 2)	-	-
	90% Submittal CITY Review Period & Workshop	2	12
	Construction Documents (100%)	2	14
	Develop 100% Design Drawings	-	-
	Develop 100% Opinion of Probably Cost (Class 2)	-	-
	100% Submittal CITY Review Period & Workshop	2	16
1.6	Permitting	8	24
<b>2</b>	<b>Bidding Services</b>	<b>12</b>	<b>36</b>
<b>3</b>	<b>Construction Contract Administration Services (NTP 2)<sup>2</sup></b>		
3.1	Preparation of Conformed Documents		3 days after NTP; within 7 days of permit approval
3.2	Assistance to Contractor for Procuring Community Development Department – Engineering and Building Permits		3 days after NTP; within 7 days of permit approval
3.4	Kickoff Meeting, Progress & Construction Meetings		within 10 days after NTP; monthly; as required
3.5	Interpretations and Clarifications		within 5 working days; as required
3.6	Examination of the Schedule of Values		within 7 days of receipt
3.7	Examination of Construction Schedule		within 7 days of receipt
3.8	Inspection of the Work & Testing		As required
3.9	Approval of Request for Payment		within 7 days of receipt

3.10	Contract Interpretations		As required
3.11	Rejection of Work		As required
3.12	Shop Drawings and Submittals		within 21 days of receipt (10 days for critical path items)
3.13	Change Orders		As required
3.14	Start-Up		As required
3.15	Substantial Completion and Final Completion		As required
3.17	Contractor Operation and Maintenance Manuals		within 21 days of receipt
3.18	Record Drawings		within 30 day of receipt
3.19	Deficient Work Product		As required
3.20	Project Certifications		As required
<b>4</b>	<b>Inspection Project Representative</b>		As required

The schedule assumes 2 weeks CITY review time for the 90% and 100% Design Submittals. The ultimate duration for Permitting Services Task is beyond control of the CONSULTANT and is an estimate only.

\*Days are in calendar days or the next business day except Task 3.5, which shall be working days.

<sup>1</sup>City to provide NTP No. 1 for authorization to proceed with Task 1.

<sup>2</sup>City to provide NTP No. 2 for authorization to proceed with Task 3.

**EXHIBIT "4"**

**TO**

**PROJECT AGREEMENT**

Springtree WWTP Plant Service Water System and Gravity Belt Thickening Pumps Improvements  
Design, Bidding and Construction Management Services.

**PAYMENT SCHEDULE**

Task	Task Description	Percent of Total Fee	Fee
1	Design Services	40.7	\$69,635
2	Bidding Services	6.3	\$10,747
3	Construction Contract Administration Services	37.4	\$63,896
4	Inspection Project Representative	10.5	\$17,957
	Subtotal	94.9	\$162,235
	Subconsultant (Sub Surface Locator)	4.5	\$7,700
	Reimbursables	0.6	\$1,000
	<b>TOTAL</b>	<b>100</b>	<b>\$170,935</b>



**EXHIBIT "5"**

**TO**

**PROJECT AGREEMENT**

**Springtree WWTP Plant Service Water System and Gravity Belt Thickening Pumps Improvements  
Design, Bidding and Construction Management Services.**

**DELIVERABLES**

<b>Task</b>	<b>Task Description</b>	<b>Deliverable</b>
<b>1</b>	<b>Design Services</b>	
1.4	Construction Documents	Design 90% and 100% Construction documents – five (5) hard copies and an electronic copy of Drawings and Specifications for each design phase.
	Meeting Minutes	Electronic copies of documents
1.5	Preparation of Cost Opinion	Electronic copy of 90% and 100% Cost Opinion, and a signed and sealed hard copy of the 100% Cost Opinion.
1.6	Permitting Services	Electronic copies of permit application RFIs, RFI Responses, permits and permit requirements, as available.
<b>2</b>	<b>Bidding and Award Services</b>	Three (3) hard copies and an electronic copy of the bid documents, electronic copy of the meeting summary for the Pre-Bid Conference, electronic copies of RFIs and Responses, Electronic Copy of the Bid Recommendations, four (4) hard copies and an electronic copy of the As-Bid Construction Contract Documents.
<b>3</b>	<b>Construction Contract Administration Services</b>	
3.1	Preparation of Conformed Documents	Six (6) sets of specifications and six (6) sets of half size drawings for contract execution; and six (6) sets of full size "D" drawings and six (6) sets of half-size drawings in accordance with permit approvals.
3.2	Assistance to Contractor for Procuring Community Development Permits	Letter/Form/Reports/Drawings
3.4	Kickoff Meeting, Progress & Construction Meetings	Agenda and Minutes
3.5	Interpretations and Clarifications	Responses
3.6	Examination of the Schedule of Values	Review Comments
3.7	Examination of Construction Schedule	Review Comments
3.8	Inspection of the Work & Testing	Inspection Reports
3.9	Approval of Request for Payment	Review Comments

3.10	Contract Interpretations	Responses
3.11	Rejection of Work	Notifications
3.12	Shop Drawings and Submittals	Review Comments
3.13	Change Orders	Work Directives and Change Orders
3.14	Start-Up	Written Reviews
3.15	Substantial Completion and Final Completion	Completed forms and punch lists
3.17	Contractor Operation and Maintenance Manuals	Review Comments
3.18	Record Drawings	Record Drawings
3.19	Deficient Work Product	TBD
3.20	Project Certifications	Certifications and Associated Documents
<b>4</b>	<b>Inspection Project Representative</b>	Inspection Reports
<b>6</b>	<b>Service Schedule</b>	Schedule

All electronic copies of Drawings shall be received in PDF format and AutoCAD format.

**EXHIBIT "D"**  
**SUBCONSULTANTS LIST**

1. Keith and Associates, Inc.

**First Amendment To**  
**Project Agreement No. 20-010-HS**

CITY CLERK  
CITY OF SUNRISE

2023 MAR -1 AM 10:50

**Between**

**THE CITY OF SUNRISE**

**And**

**Hazen and Sawyer, P.C.**

This First Amendment (First Amendment) to the Project Agreement between the City of Sunrise and Hazen and Sawyer, P.C. for the Springtree WWTP Plant Service Water System and Gravity Belt Thickening Pumps Improvements Design, Bidding and Construction Management Services project dated June 26, 2020, is between the City of Sunrise, a municipal corporation (CITY) and Hazen and Sawyer, P.C. (CONSULTANT).

**WHEREAS**, on October 28, 2010, the City and Hazen and Sawyer, P.C. entered into a Continuing Services Agreement for Water and Wastewater Infrastructure Projects; and

**WHEREAS**, Project Agreement No. 20-010-HS (Project Agreement) for the Springtree WWTP Plant Service Water System and Gravity Belt Thickening Pumps Improvements Design, Bidding and Construction Management Services project was entered into between the City of Sunrise and Hazen and Sawyer, P.C. on June 26, 2020; and

**WHEREAS**, on December 23, 2022 the City Manager authorized a sixty (60) day extension for preparation and submittal of the necessary City Commission Item requesting a longer duration extension, which will expire on March 1, 2023; and

**WHEREAS**, the parties wish to amend the Project Agreement.

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

1. Recitals Incorporated. The foregoing recitals are incorporated by reference and made part of this First Amendment.
2. Under SECTION 4 TERM / TIME OF PERFORMANCE / DAMAGES,

Section 4.1 of the Project Agreement is hereby amended as follows with additions in underscore and deletions in ~~strikethrough~~:

4.1 Term. This Project Agreement shall commence on the date this instrument is fully executed by all parties and shall continue in full force and effect through ~~March 1, 2023~~ March 1, 2024 unless otherwise terminated pursuant to Section

7 or other applicable provisions of this Project Agreement. The CITY'S City Manager, in his sole discretion may extend the term of this Project Agreement through written notification to the CONSULTANT. Such extension shall not exceed ~~180~~ **120** days. No further extensions of this Project Agreement shall be effective unless authorized by the City Commission."

3. Section 13 "E-Verify Employment Eligibility" and Section 14 "Foreign Gifts and Contracts" is hereby added to the Project Agreement with the following language:

### **SECTION 13 E-VERIFY - EMPLOYMENT ELIGIBILITY**

13.1 CONSULTANT warrants and represents that it complies with Section 448.095, Florida Statutes, as it may be amended. CONSULTANT has: (1) registered with and uses the E-Verify System (E-Verify.gov), to electronically verify the work authorization status of all newly hired employees; and (2) verified that all of the CONSULTANT'S subcontractors performing the duties and obligations of this Project Agreement are registered with and use the E-Verify System to electronically verify the employment eligibility of all newly hired workers.

13.2 CONSULTANT shall obtain from each of its subcontractors an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an Unauthorized Alien, as that term is defined in Section 448.095(1)(k), Florida Statutes, as may be amended. CONSULTANT shall maintain a copy of any such affidavit from a subcontractor for, at a minimum, the duration of the subcontract and any extension thereof. This provision shall not supersede any provision of this Project Agreement which requires a longer retention period.

13.3 CITY shall terminate this Project Agreement if it has a good faith belief that CONSULTANT has knowingly violated Section 448.09(1), Florida Statutes, as may be amended. If CITY has a good faith belief that CONSULTANT'S subcontractor has knowingly violated Section 448.09(1), Florida Statutes, as may be amended, CITY shall notify CONSULTANT to terminate its contract with the subcontractor and CONSULTANT shall immediately terminate its contract with the subcontractor.

13.4 If CITY terminates this Project Agreement pursuant to subsection 13.3 above, CONSULTANT shall be barred from being awarded a future contract by CITY for a period of one (1) year from the date on which this Agreement was terminated. In the event of such Project Agreement termination, CONSULTANT shall also be liable for any additional costs incurred by CITY as a result of the termination.

### **SECTION 14 FOREIGN GIFT AND CONTRACTS**

14.1 Pursuant to Fla. Stat. §286.101(3), where the amount of the grant or contract is 100,000.00 or more, CONSULTANT shall disclose any current or prior interest of, any contract with, or any grant or gift received from a country of foreign concern with a value of \$50,000 or more that was received or in force during the previous five (5) years. Definitions, disclosure requirements and exceptions are found in Fla. Stat. §268.101. CONSULTANT represents and warrants it has complied with Fla. Stat. §286.101, it has properly disclosed such interests, contracts, grants or gifts to CITY before execution of

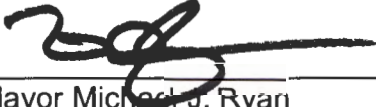
this First Amendment, and it will remain in compliance with Fla. Stat. §286.101 for the duration of this Project Agreement.

4. Conflicting Terms. In the event the terms of this First Amendment conflict with those of the Project Agreement, the First Amendment shall govern.
5. All other terms of the Project Agreement shall remain and continue in full force and effect.
6. Captions. The captions of this First Amendment are for convenience only and are not to be construed as defining or limiting in any way the scope or intent of the provisions of this Amendment.
7. Effective Date. This First Amendment shall be effective on the date executed by both parties.


**IN WITNESS WHEREOF**, the parties hereto have made and executed this First Amendment on the respective dates under each signature: the CITY, signing by and through its Mayor, attested to by its City Clerk, duly authorized to execute same and by Hazen and Sawyer, P.C. by and through its Vice President duly authorized to execute same.

CITY

**CITY OF SUNRISE, FLORIDA**

By:   
\_\_\_\_\_  
Mayor Michael J. Ryan  
28 day of Feb, 2023.

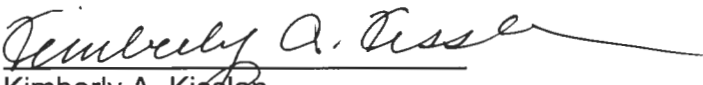
AUTHENTICATION:

  
\_\_\_\_\_  
Felicia M. Bravo, City Clerk

(SEAL)



Approved as to form the City:

By:   
\_\_\_\_\_  
Kimberly A. Kisslan  
City Attorney

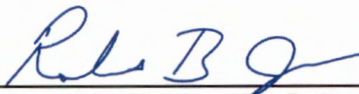
CONSULTANT

HAZEN AND SAWYER, P.C.

By:   
Patricia A. Carney, P.E.  
Vice President

24<sup>th</sup> day of February, 2023.


**AUTHENTICATE:**

  
Robert B. Taylor, Jr., P.E.  
Senior Vice President



**WITNESSES:**

MARTA P. ALONSO 

LUCIA Z. MEDINA 

**Second Amendment To**  
**Project Agreement No. 20-010-HS**

**Between**

**THE CITY OF SUNRISE**

**And**

**Hazen and Sawyer, P.C.**

This Second Amendment (Second Amendment) to the "Project Agreement between the City of Sunrise and Hazen and Sawyer, P.C. for Project Agreement No. PA-20-010-HS Springtree WWTP Plant Service Water System and Gravity Belt Thickening Pumps Improvements Design, Bidding and Construction Management Services" dated June 26, 2020, is between the City of Sunrise, a municipal corporation (City or CITY) and Hazen and Sawyer, P.C. (Consultant or CONSULTANT).

**WHEREAS**, on October 28, 2010, the City and Hazen and Sawyer, P.C. entered into a Continuing Services Agreement for Water and Wastewater Infrastructure Projects; and

**WHEREAS**, Project Agreement No. 20-010-HS (Project Agreement) for the Springtree WWTP Plant Service Water System and Gravity Belt Thickening Pumps Improvements Design, Bidding and Construction Management Services project was entered into between the City of Sunrise and Hazen and Sawyer, P.C. on June 26, 2020; and

**WHEREAS**, on December 23, 2022, the City Manager authorized a sixty (60) day extension through March 1, 2023 for preparation and submittal of the necessary City Commission agenda item requesting an extension of longer duration; and

**WHEREAS**, on February 28, 2023, the City Commission approved the extension of the term of the Agreement for through March 1, 2024; and

**WHEREAS**, the parties wish to amend the Project Agreement.

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

1. Recitals Incorporated. The foregoing recitals are incorporated by reference and made part of this Second Amendment.
2. Amendment to Project Agreement. The Project Agreement is hereby amended

Consultant Initials   *HS*  

City Initials   *CS*



as follows with additions in underscore and deletions in ~~strikethrough~~:

a. **Section 5.2 Maximum Amount Not-To-Exceed Compensation.** CITY agrees to pay CONSULTANT as compensation for performance of all services as related to the Project, (as listed in **Exhibit "A"** of the Continuing Services Agreement) up to a maximum amount not-to-exceed including Other Direct Costs ~~\$170,935.~~ \$200,790.

b. **SECTION 15 PROHIBITED TELECOMMUNICATIONS EQUIPMENT**

15.1 Consultant represents that it and all its subcontractors do not use any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, as such terms are used in 48 CFR §§ 52.204-24 through 52.204-26. Consultant represents and certifies that it and all its subcontractors shall not provide or use such covered telecommunications equipment, system, or services during the term of the Project Agreement.

c. **SECTION 16. ANTITRUST VIOLATIONS**

16.1 The Consultant has a continuous duty to disclose to the City if it or any of its affiliates (as defined by Section 287.137(1)(a), Florida Statutes) are placed on the Antitrust Violator Vendor List. A person or an affiliate who has been placed on the Antitrust Violator Vendor List following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply for any new contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply for a new contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on new leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new contract with a public entity; and may not transact new business with a public entity. By entering into this Second Amendment, Consultant certifies that neither it nor its affiliate(s) are on the antitrust violator vendor list at the time of entering into this Second Amendment. False certification under this paragraph or being subsequently added to that list will result in termination of this Project Agreement, at the option of the City consistent with Section 287.137, Fla. Stat. as amended.

d. **SECTION 17. SCRUTINIZED COMPANY**

17.1 Pursuant to Section 287.135, Florida Statutes, Consultant certifies

Consultant Initials BAE

City Initials W

that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes and that it is not engaged in a boycott of Israel.

17.2 Pursuant to Section 287.135, Florida Statutes, in the event the Contract is for one million dollars or more, Consultant certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Terrorism Sectors List created pursuant to Section 215.473, Florida Statutes; and Consultant further certifies that it is not engaged in business operations in Cuba or Syria.

17.3 Pursuant to Section 287.135, Florida Statutes, City may, at the option of the City Commission, terminate this Agreement if Consultant is found to have submitted a false certification as provided under subsection 287.135(5), Florida Statutes; has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel; has been placed on the Scrutinized Companies with Activities in Sudan List; has been placed on the Scrutinized Companies with Activities in the Iran List created pursuant to Section 215.473, Florida Statutes; or has been engaged in business operations in Cuba or Syria.

e. **Exhibit “4” Payment Schedule** is hereby revised and replaced with Exhibit “4” Payment Schedule which is attached to this Second Amendment and incorporated herein.

3. Conflicting Terms. In the event the terms of this Second Amendment conflict with those of the Project Agreement or First Amendment, the Second Amendment shall govern.
4. All other terms of the Project Agreement shall remain and continue in full force and effect.
5. Captions. The captions of this Second Amendment are for convenience only and are not to be construed as defining or limiting in any way the scope or intent of the provisions of this Amendment.
6. Effective Date. This Second Amendment shall be effective on the date executed by both parties.


Consultant Initials PAZ

City Initials W

**IN WITNESS WHEREOF**, the parties hereto have made and executed this Second Amendment on the respective dates under each signature: the CITY, signing by and through its City Manager, duly authorized to execute same and by Hazen and Sawyer, P.C. by and through its Vice President duly authorized to execute same.

**CITY**


**CITY OF SUNRISE, FLORIDA**

By:   
Mark Lubelski  
City Manager

7 day of February, 2024.

**CONSULTANT**

**HAZEN AND SAWYER, P.C.**

By:   
Patricia A. Carney, P.E.,  
Vice President

1<sup>ST</sup> day of February, 2024.

Consultant Initials 

City Initials 

**EXHIBIT "4"**

**TO**


**PROJECT AGREEMENT**

**Springtree WWTP Plant Service Water System and Gravity Belt Thickening Pumps Improvements Design, Bidding and Construction Management Services.**

**PAYMENT SCHEDULE**

Task	Task Description	Percent %	Fee
1	Design Services	40.7	\$69,635
		34.6	\$69,483.07
2	Bidding Services	6.3	\$10,747
		4.5	\$9,001.30
3	Construction Contract Administration Services	37.4	\$63,896
		43.1	\$86,463.60
4	Inspection Project Representative	10.5	\$17,957
		14	\$28,142.03
	Subtotal	94.9	\$162,235
		96.2	\$193,090.00
	Subconsultant (Sub Surface Locator)	4.5	\$7,700
		3.8	
	Reimbursables	0.6	\$1,000
		0	\$0.00
	Total	100	\$170,935
			\$200,790.00

Consultant Initials PAE

City Initials 

CITY CLERK  
CITY OF SUNRISE  
2024 AUG -8 PM 12:49

**Third Amendment To**  
**Project Agreement No. 20-010-HS**

**Between**

**THE CITY OF SUNRISE**

**And**

**Hazen and Sawyer, P.C.**

This Third Amendment (Third Amendment) to the "Project Agreement between the City of Sunrise and Hazen and Sawyer, P.C. for Project Agreement No. PA-20-010-HS Springtree WWTP Plant Service Water System and Gravity Belt Thickening Pumps Improvements Design, Bidding and Construction Management Services" dated June 26, 2020, is between the City of Sunrise, a municipal corporation (City or CITY) and Hazen and Sawyer, P.C. (Consultant or CONSULTANT).

**WHEREAS**, on October 28, 2010, the City and Hazen and Sawyer, P.C. entered into a Continuing Services Agreement for Water and Wastewater Infrastructure Projects; and

**WHEREAS**, Project Agreement No. 20-010-HS (Project Agreement) for the Springtree WWTP Plant Service Water System and Gravity Belt Thickening Pumps Improvements Design, Bidding and Construction Management Services project was entered into between the City of Sunrise and Hazen and Sawyer, P.C. on June 26, 2020; and

**WHEREAS**, on December 23, 2022, the City Manager authorized a sixty (60) day extension through March 1, 2023 for preparation and submittal of the necessary City Commission agenda item requesting an extension of longer duration; and

**WHEREAS**, on February 28, 2023, the City Commission approved the extension of the term of the Agreement for through March 1, 2024; and

**WHEREAS**, on February 7, 2024, the City Manager approved the extension of the term of the Agreement for through June 29, 2024; and

**WHEREAS**, the parties wish to amend the Project Agreement.

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

1. Recitals Incorporated. The foregoing recitals are incorporated by reference and made part of this Third Amendment.
2. Amendment to Project Agreement. The Project Agreement is hereby amended as follows with additions in underscore and deletions in ~~strikethrough~~:
  - a. Section 4.1 Term. This Project Agreement shall commence on the date this instrument is fully executed by all parties and shall continue in full force and effect through ~~June 29, 2024~~, February 28, 2025 unless otherwise terminated pursuant to Section 7 or other applicable provisions of this Project Agreement. ~~The CITY'S City Manager, in his sole discretion may extend the term of this Project Agreement through written notification to the CONSULTANT. Such extension shall not exceed 180 days. No further extensions of this Project Agreement shall be effective unless authorized by the City Commission."~~
3. Conflicting Terms. In the event the terms of this Third Amendment conflict with those of the Project Agreement, First Amendment or Second Amendment, the Third Amendment shall govern.
4. All other terms of the Project Agreement shall remain and continue in full force and effect.
5. Captions. The captions of this Third Amendment are for convenience only and are not to be construed as defining or limiting in any way the scope or intent of the provisions of this Amendment.
6. Effective Date. This Third Amendment shall be effective on the date executed by both parties.

IN WITNESS WHEREOF, the parties hereto have made and executed this First Amendment on the respective dates under each signature: the CITY, signing by and through its Mayor, attested to by its City Clerk, duly authorized to execute same and by Hazen and Sawyer, P.C. by and through its Vice President duly authorized to execute same.

CITY

CITY OF SUNRISE, FLORIDA

By: [Signature]  
Mayor Michael J. Ryan  
6 day of August, 2024.

AUTHENTICATION:

[Signature]  
Felicia M. Bravo, City Clerk



(SEAL)

Approved as to form the City:

By: [Signature]  
Thomas Mess Navin A. Ramnath  
Deputy City Attorney

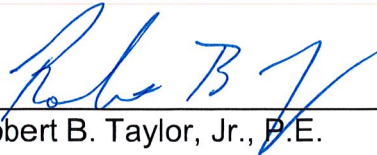
**CONSULTANT**

**HAZEN AND SAWYER, P.C.**

By:   
Patricia A. Carney, P.E.,  
Vice President

2<sup>nd</sup> day of July, 2024.

**AUTHENTICATE:**

  
Robert B. Taylor, Jr., P.E.

Senior Vice President



**WITNESSES:**




Consultant Initials PAZ

City Initials \_\_\_\_\_



## AGENDA ITEM REQUEST

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**Originating Department:** Purchasing

**Item Title:** Services

**Item Number:** 4D

**Meeting Date:** 2/11/2025

**City Reference Number (C#):** C25014

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**Item Description:**

A Resolution of the City of Sunrise, Florida, to Award Bid No. 25-11-12-HR for Repair of Electric Gates to Coast to Coast Garage Door LLC; and providing an effective date. City Manager Mark Lubelski. Rodrigo de Castro, Director of Utilities.

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**Funding:**

Various Departmental Accounts

**Amount:**

Estimated annual expenditure \$39,955.00.

Contract valid March 1, 2025 – February 28, 2027.

Not to exceed budgeted funds for FY2024/2025.

Subsequent years' expenditures subject to budget approval.

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**ATTACHMENTS:**

ATY Resoution - C25014  
Bid Tabulation  
Sunbiz

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**Background:**

The City of Sunrise requires contractor services for repair and annual preventative maintenance of electric gates citywide, as needed. Currently, the City has twenty-two (22) electric gates that are serviced under this contract.

The City issued Bid No. 25-11-12-HR and electronically posted it on Demandstar, which broadcasted it to the 105 vendors registered under the corresponding commodity codes, of which 15 downloaded the bid documents. The bid opened on January 8, 2025 and one (1) response was received. Purchasing staff attempted to contact the 14 potential bidders that received bid documents and did not submit a bid. Most of the responses seemed to relay that they are more focused on construction related tasks as opposed to maintenance tasks. Following the evaluation by the Purchasing Office and Utilities Department, it is recommended to award the contract to the lowest responsive and responsible bidder, Coast to Coast Garage Door LLC.

The City has been using Coast to Coast Garage Door LLC for Repair of Electric Gates services since 2016 and has been satisfied with the services provided. References were also favorable for the vendor's performance on similar contracts with other entities.

The hourly rate has increased 33% above the 2020 prices; however, three other line items have decreased. The CPI Index for All Items in the Miami - Fort Lauderdale - West Palm Beach, FL area increased approximately 28% from October of 2020 to December of 2024.

In accordance with Section 5-173(d) of the Code of the City of Sunrise, Florida, Staff requested a price decrease from Coast to Coast Garage Door LLC; however, after their consideration they are unable to provide one at this time due to current market trends.

The initial contract period would be from March 1, 2025 – February 28, 2027, with the option to renew the contract for two (2) additional one (1) year periods. Pricing for all services under this Bid shall remain firm for the first two (2) years, the terms of this solicitation allows an annual price adjustment, not to exceed 5%, in accordance with the Consumer Price Index as promulgated by the Bureau of Labor Statistics, U.S. Department of Labor.

Coast to Coast Garage Door LLC is located in the City of Sunrise.

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**Department Head Recommendation:**

Approval

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**Person With Additional Information:**

Name: Holly Raphaelson

Phone: 954-572-2202

---

**Department Head Name and Title:**

Rodrigo de Castro, P.E., Director of Utilities

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**City Manager:**

Authorized for agenda placement

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**SUNRISE, FLORIDA**

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY OF SUNRISE, FLORIDA, TO AWARD BID NO. 25-11-12-HR FOR REPAIR OF ELECTRIC GATES TO COAST TO COAST GARAGE DOOR LLC; AND PROVIDING AN EFFECTIVE DATE.**

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

Section 1. The award of Bid No. 25-11-12-HR for Repair of Electric Gates to Coast to Coast Garage Door LLC, is hereby approved in an amount not to exceed FY 2024-2025 approved budgeted funds, with subsequent years' expenditures subject to budget approval.

Section 2. The Procurement Manager or designee is hereby authorized to issue a Purchase Order or take other action necessary in connection with this award.

Section 3. The Procurement Manager or designee is hereby authorized to extend or renew the award, in accordance with the terms of the bid.

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

PASSED AND ADOPTED this \_\_\_\_\_ DAY of \_\_\_\_\_, 2025.

\_\_\_\_\_  
Mayor Michael J. Ryan

Authentication:

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Felicia M. Bravo  
City Clerk

MOTION: \_\_\_\_\_  
SECOND: \_\_\_\_\_

CLARKE: \_\_\_\_\_  
GUZMAN: \_\_\_\_\_  
KERCH: \_\_\_\_\_  
SCUOTTO: \_\_\_\_\_  
RYAN: \_\_\_\_\_

Approved by the City Attorney  
as to Form and Legal Sufficiency

---

Thomas P. Moss



**BID 25-11-12-HR  
BID SUMMARY SHEET - UNIT PRICES**

CONTRACTOR NAME				Coast to Coast Garage Door LLC	
Item #	Description	Qty.	Unit of Measure	Unit Price	Extended Price
1	Repair of Electric Gates, as specified herein.	300	HR	\$100.00	\$30,000.00
2	Annual Preventative Maintenance, as specified herein. Manufacturer: HY Security Smart Touch Manufacturer: HY Security Slide Driver	11	EA	\$300.00	\$3,300.00
3	Annual Preventative Maintenance, as specified herein: Manufacturer: Door King	10	EA	\$50.00	\$500.00
4	Annual Preventative Maintenance, as specified herein Manufacturer: Chamberlain Elite	1	EA	\$50.00	\$50.00
5	Battery Replacement as specified: (Every 2-Year Period) Manufacturer: Chamberlain Elite	1	EA	\$55.00	\$55.00
6	Battery Replacement as specified: (Every 2-Year Period) Manufacturer: HY Security Smart Touch Manufacturer: HY Security Slide Driver	11	EA	\$550.00	\$6,050.00
<b>TOTAL</b>					<b>\$39,955.00</b>



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by FEI/EIN Number](#) /

## Detail by FEI/EIN Number

Florida Limited Liability Company  
COAST TO COAST GARAGE DOOR LLC

### Filing Information

<b>Document Number</b>	L13000027620
<b>FEI/EIN Number</b>	80-0896999
<b>Date Filed</b>	02/22/2013
<b>Effective Date</b>	02/21/2013
<b>State</b>	FL
<b>Status</b>	ACTIVE

### Principal Address

10501 NW 50TH ST,  
SUITE 106  
SUNRISE, FL 33351

Changed: 10/02/2017

### Mailing Address

P.O BOX 590929  
Tamarac, FL 33359

Changed: 04/30/2024

### Registered Agent Name & Address

THE LAW FOR ALL, P.A.  
1 E. BROWARD BLVD.  
SUITE 700  
FORT LAUDERDALE, FL 33301

Name Changed: 04/30/2024

Address Changed: 04/30/2024

### Authorized Person(s) Detail

#### **Name & Address**

Title Authorized Member

Payne, Jerome  
P.O. Box 590929  
Tamarac, FL 33359



Title Authorized Representative

PAYNE, KEMISHA  
P.O. Box 590929  
Tamarac, FL 33359

**Annual Reports**

<b>Report Year</b>	<b>Filed Date</b>
2023	04/28/2023
2024	04/30/2024
2025	01/10/2025

**Document Images**

<a href="#">01/10/2025 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">04/30/2024 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">05/08/2023 -- AMENDED ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">04/28/2023 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
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<a href="#">04/13/2021 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">03/17/2020 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">03/28/2019 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">04/09/2018 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">03/02/2017 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">01/21/2016 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">02/11/2015 -- AMENDED ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">01/10/2015 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">01/09/2014 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">02/22/2013 -- Florida Limited Liability</a>	<a href="#">View image in PDF format</a>



## AGENDA ITEM REQUEST

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**Originating Department:** City Commission

**Item Title:** Proclamation

**Item Number:** 6A

**Meeting Date:** 2/11/2025

**City Reference Number (C#):**

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**Item Description:**

Proclamation proclaiming the Month of February 2025 as Black History Month in the City of Sunrise. Mayor Michael J. Ryan. Deputy Mayor Neil C. Kerch. Assistant Deputy Mayor Jacqueline A. Guzman. Commissioner Latoya S. Clarke. Commissioner Joseph A. Scutto.

---

**Funding:**

N/A

**Amount:**

N/A

---

**ATTACHMENTS:**

Proclamation

---

**Background:**

See attached proclamation

---

**Department Head Recommendation:**

Approval

---

**Person With Additional Information:**

Name:

Phone:

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**Department Head Name and Title:**

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**City Manager:**

Authorized for agenda placement

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# Proclamation

## Office of the Mayor

### Black History Month

**W**HEREAS, Black History Month, celebrated during the month of February, originated in 1926 when Dr. Carter G. Woodson set aside a special period in February to recognize the heritage and achievements of Black people in the United States; and

**W**HEREAS, in 1986 Congress passed Public Law 99-244 which designated February 1986 as "National Black (Afro-American) History Month." The law directed the President to issue a proclamation calling on the people of the United States to observe February 1986 with the appropriate ceremonies and activities. Black History Month has since been an annual national celebration of achievements by African Americans and their central role in U.S. history; and

**W**HEREAS, since 1976, every U.S. president has officially designated February as Black History Month and chosen a specific theme. The theme for Black History Month 2025 is "African Americans and Labor," which emphasizes the important role African Americans have played in shaping the workforce throughout history; and

**W**HEREAS, consistent with this theme we recall sculptor Edmonia "Wildfire" Lewis, Poets like Langston Hughes and Josephine Baker. Painters such as Aaron Douglas a leading figure in the Harlem Renaissance. Musicians ranging from Muddy Waters and BB King to Nina Simone and DJ "Kool Herc". Mathematician like Gladys Mae West and Katherine Johnson. Physicians like James McCune Smith and Daniel Hale Williams. Dancers like Alvin Hailey, movie stars like Sidney Poitier and Denzel Washington who have all been pioneers in their fields, representing the best of black culture and its influence on American and the World.

**W**HEREAS, the year 2025 calls for reflection on the rich history and lessons of African Americans, encouraging society to recognize the growth, success, and diversity of their contributions and achievements; and

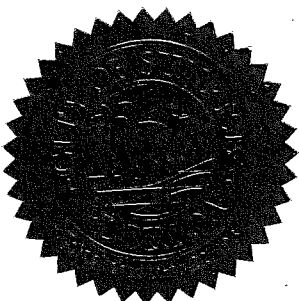
**W**HEREAS, the City of Sunrise, recognizes that the soul of America is what makes us unique among all nations. We are the only country in the world founded on an idea. It is the idea that we are all created equal and deserve to be treated with equal dignity throughout our lives. While we still grapple today with the moral stain and vestiges of slavery — our country's original sin — we have never walked away from the fight to fully realize the promise of America for all Americans. Throughout our history, Black Americans have never given up on the promise of America; and

**W**HEREAS, the Mayor and City Commission of the City of Sunrise recognize the importance of commemorating Black History Month. In doing so, we pay homage to and acknowledge the achievements of African Americans throughout our Nation's history and encourages the continuation of its celebration to raise the awareness of this community's accomplishments for all Americans.

**N**OW, THEREFORE, be it resolved that I, Michael J. Ryan, Mayor of the City of Sunrise, Florida, together with the City Commissioners do hereby proclaim the month of February 2025 as: **Black History Month** in the City of Sunrise and encourage all to celebrate our diverse heritage and culture, and continue our efforts to create a world that is more just, peaceful, and prosperous for all.

Witness My Hand and Official Seal of  
The City of Sunrise, Florida

\_\_\_\_\_  
Michael J. Ryan, Mayor





## AGENDA ITEM REQUEST

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**Originating Department:** City Commission

**Item Title:** Proclamation

**Item Number:** 6B

**Meeting Date:** 2/11/2025

**City Reference Number (C#):**

---

**Item Description:**

Proclamation proclaiming the Month of February 2025 as Teen Dating Violence Awareness. Mayor Michael J. Ryan. Deputy Mayor Neil C. Kerch. Assistant Deputy Mayor Jacqueline A. Guzman. Commissioner Latoya S. Clarke. Commissioner Joseph A. Scutto.

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**Funding:**

N/A

**Amount:**

N/A

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**ATTACHMENTS:**

Proclamation

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**Background:**

Agenda item requested by Mayor Michael J. Ryan and Commissioner Jacqueline A. Guzman.

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**Department Head Recommendation:**

Approval

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**Person With Additional Information:**

Name: Mayor Michael J. Ryan and  
Commissioner Jacqueline A. Guzman.

Phone: 954-746-3250

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**Department Head Name and Title:**

Mayor Michael J. Ryan and Commissioner Jacqueline A. Guzman.

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**City Manager:**

Authorized for agenda placement

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# Proclamation

## Office of the Mayor

### TEEN DATING VIOLENCE AWARENESS MONTH

**WHEREAS**, teen dating violence is a serious and pervasive issue that affects young people across our nation, with an estimated 1 in 3 teens experiencing some form of physical, emotional, or psychological abuse in their relationships; and

**WHEREAS**, abusive relationships can have long-term, damaging effects on the emotional, mental, and physical well-being of young people, leading to issues such as low self-esteem, depression, anxiety, and an increased risk of future abusive relationships; and

**WHEREAS**, February has been designated as Teen Dating Violence Awareness Month to raise awareness about the prevalence and impact of teen dating violence, and to promote healthy, respectful relationships among youth; and

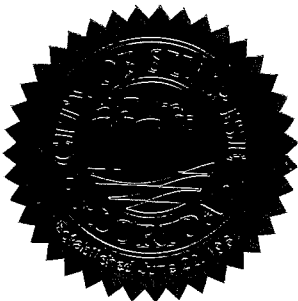
**WHEREAS**, it is essential to educate teens, parents, educators, and communities about the warning signs of dating violence, how to intervene, and the resources available to support those affected, so that every young person has the tools and support they need to build safe, positive relationships; and

**WHEREAS**, prevention efforts, such as open communication, education, and programs that promote respect and equality, play a critical role in empowering teens to recognize and reject unhealthy behaviors and choose non-violent, respectful relationships; and

**WHEREAS**, we acknowledge the importance of supporting survivors of teen dating violence and working together to provide resources and opportunities for healing, empowerment, and justice for those affected; and

**WHEREAS**, Teen Dating Violence Awareness Month serves as a time to reflect on the importance of fostering a culture of respect, kindness, and equality among young people and a reminder that everyone deserves a relationship free from abuse.

**NOW, THEREFORE**, I, Michael J. Ryan, Mayor of the City of Sunrise, Florida together with the City Commissioners hereby proclaim the Month of February 2025 as Teen Dating Violence Awareness Month in the City of Sunrise and call upon all to raise awareness about the issue, promote healthy relationships, and join in the efforts to prevent dating violence and support survivors in our community.



Witness My Hand and Official Seal of  
The City of Sunrise, Florida

\_\_\_\_\_  
Michael J. Ryan, Mayor



## AGENDA ITEM REQUEST

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**Originating Department:** City Commission

**Item Title:** Proclamation

**Item Number:** 6C

**Meeting Date:** 2/11/2025

**City Reference Number (C#):**

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**Item Description:**

Proclamation proclaiming the Month of February 2025 as Guardian Ad Litem Month in the City of Sunrise. Mayor Michael J. Ryan. Deputy Mayor Neil C. Kerch. Assistant Deputy Mayor Jacqueline A. Guzman. Commissioner Joseph A. Scutto.

---

**Funding:**

N/A

**Amount:**

N/A

---

**ATTACHMENTS:**

Proclamation

---



**Background:**

See attached proclamation

---

**Department Head Recommendation:**

Approval

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**Person With Additional Information:**

Name:

Phone:

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**Department Head Name and Title:**

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**City Manager:**

Authorized for agenda placement

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# Proclamation

## Office of the Mayor

### Guardian Ad Litem Month

**WHEREAS**, every child deserves a safe and nurturing environment where they can grow, learn, and thrive, yet many children face circumstances that place them in vulnerable positions, often in situations of abuse, neglect, or family dysfunction; and

**WHEREAS**, the Guardian Ad Litem (GAL) program plays a vital role in ensuring that these children have a voice in legal proceedings and their best interests are represented, offering advocacy and support to help guide decisions that affect their lives; and

**WHEREAS**, Guardians Ad Litem are dedicated volunteers, often going above and beyond to understand the needs of children in their care, working closely with families, legal professionals, and child welfare systems to ensure the safety and well-being of children; and

**WHEREAS**, National statistics highlight the critical importance of the GAL program:

- In the United States, over 400,000 children are in foster care at any given time, many of whom rely on Guardians Ad Litem to advocate for their rights and interests.
- Approximately 80% of children involved in legal proceedings related to abuse or neglect are assigned a Guardian Ad Litem to ensure their voices are heard in court.
- Studies show that children with a GAL are more likely to achieve positive outcomes, including permanent placements and better long-term emotional well-being.

**WHEREAS**, the Statewide Guardian ad Litem Office has more than 10,000 volunteers and more than 800 employees who provide powerful, effective, high-quality, independent legal representation and advocacy with one goal: that every child finds a safe, loving, permanent home where the child can thrive; and

**WHEREAS**, Guardians Ad Litem represent the strength, resilience, and unwavering dedication of individuals who volunteer their time and expertise to serve children, families, and communities with compassion and commitment; and

**WHEREAS**, we recognize and honor the invaluable contributions of all Guardians Ad Litem who make a difference in the lives of vulnerable children, and we pledge our continued support for their work, ensuring every child's right to a fair and just process in legal matters involving their well-being.

**NOW THEREFORE**, be it resolved that I, Michael J. Ryan, Mayor of the City of Sunrise, Florida together with the City Commissioners do hereby proclaim the month of February 2025 as **Guardian Ad Litem Month** in the City of Sunrise.



Witness My Hand and Official Seal  
Of The City of Sunrise, Florida

\_\_\_\_\_  
Michael J. Ryan, Mayor



## AGENDA ITEM REQUEST

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**Originating Department:** Leisure Services

**Item Title:** Presentation

**Item Number:** 6D

**Meeting Date:** 2/11/2025

**City Reference Number (C#):**

---

**Item Description:**

Presentation of the Youth Athlete of the Month Award for February 2025 to Deniz Sirma and Sebastian Carrasquilla from the Sunrise Swimming program. Kevin Pickard, Director of Leisure Services.

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**Funding:**

N/A

**Amount:**

N/A

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**ATTACHMENTS:**

February 2025 Youth Athlete of the Month Sunrise Swimming

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**Background:**

In 2018, the Sunrise City Commission approved a program to recognize youth athletes in the City Leisure Services programs on a monthly basis. The City established the Youth Athlete of the Month program on February 13, 2018 via Resolution 18-18 as a way of recognizing outstanding youth athletes from the Sunrise recreational, travel and instructional sport programs.

The program recognizes two youth athletes (one male and one female) from different athletic programs each month. The Leisure Services Advisory Board administers the selection process for City operated programs using nominations submitted by volunteer coaches. The City's contractual athletic organizations and instructors administer the selection process for their respective organizations.

Each award recipient receives a City of Sunrise Leisure Services voucher valued at \$25.00, which is redeemable as payment towards various Leisure Services Programs. The monthly winners are recognized at a City Commission meeting and the City Commission provides each recipient with a certificate of recognition.

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**Department Head Recommendation:**

Approval

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**Person With Additional Information:**

Name: Richard Devaux

Phone: 954-747-4617

---

**Department Head Name and Title:**

Kevin Pickard, Director of Leisure Services

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**City Manager:**

Authorized for agenda placement

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## February 2025 Youth Athlete of the Month Sunrise Swimming

**Athlete:** Deniz Sirma

**Coach:** Alec Wathen

Deniz Sirma is a 17- year old student at Cypress Bay High School and a participant in the Sunrise Swimming Program.

### **Comments from her Coach:**

Deniz has been with Sunrise Swimming for the past 4 years and has been in the Champions Group for over 2 years now. She has competed at Senior Championships, the highest local level meet for swimmers 15 and older.

Deniz moved to the United States from Turkey when she was 7 in 2014. She has worked with multiple organizations to help other Turkish Americans. She's an English tutor in Turks Without Borders and has helped the FTAA (Florida Turkish American Association) by mentoring kids in Turkish language and culture.

In addition to her 3.9 core GPA, 6 dual enrollment classes, and 351 service hours, she has worked as a surgical student intern at Suria Cosmetic Surgery and has also been a member of HOSA club (future health professionals) all 4 years in high school. She has even won first place in a regional competition for Health Career Photography.

**Athlete:** Sebastian Carrasquilla

**Coach:** Alec Wathen

Sebastian Carrasquilla is a 17- year-old student at Cooper City High School and a participant in the Sunrise Swimming Program.

### **Comments from his Coach:**

Sebastian joined the Sunrise Swimming team when he was 9 yrs old. He had been doing our group lessons prior to that to learn the strokes. He has been a member of the Champions Group for the last 3 years. He has competed at Senior Championships, which is the highest local level meet for swimmers 15 and older.

Sebastian arrived in the US at the age of 3 and has grown up embracing linguistic duality, fluently speaking both English and Spanish.

As a Senior at Cooper City High school, in addition to his 4 years on the swim team, Sebastian has been a member of CTV, the news broadcasting club at his school. He has worked as a reporter, cameraman and news anchor and has won numerous awards, including 2nd place in a National Competition for Sports Commentary.

Sebastian has taken, or is enrolled in AP, AICE, Honors, and Dual Enrollment classes and has been active in the community, garnering over 100 hours of volunteer service. He is also certified as a lifeguard and hopes to work as one in the future.



## AGENDA ITEM REQUEST

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**Originating Department:** Leisure Services

**Item Title:** Presentation

**Item Number:** 6E

**Meeting Date:** 2/11/2025

**City Reference Number (C#):**

---

**Item Description:**

Presentation of the Teacher of the Month Award for February 2025 to Brittany Osborne from Piper High School and Denaira Reed from Plantation High School. Kevin Pickard, Director of Leisure Services.

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**Funding:**

001.49.60.519.504801 - Public Relations

**Amount:**

\$50.00 each

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**ATTACHMENTS:**

February 2025 Teacher of the Month- Brittany Osborne

February 2025 Teacher of the Month - Denaira Reed

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**Background:**

The City Commission approved the Teacher of the Month program to run from October through May of the school year, as a way to recognize our outstanding Sunrise teachers. The principal from each Sunrise school selects a teacher that best represents the qualities befitting a Teacher of the Month recipient.

In recognition of their efforts to make a difference in the lives of the children of Sunrise, these nominees will each receive the Teacher of the Month award at a City Commission meeting and a \$50.00 gift card.

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**Department Head Recommendation:**

Approval

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**Person With Additional Information:**

Name: Karen Gallagher

Phone: 954-747-4620

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**Department Head Name and Title:**

Kevin Pickard, Director of Leisure Services

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**City Manager:**

Authorized for agenda placement

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**Teacher of the Month – February 2025**  
Piper High School- Brittany Osborne

Piper High School proudly nominates Brittany Osborne as Teacher of the Month.

Brittney Osborne is a beloved chemistry teacher and chair of the Science Department, and she is actually a proud Piper High School alumni. Her work at Piper has been instrumental in moving the school grade, and under her leadership, the school's Science Achievement scores have increased 20 points in the past two years.

As the sponsor for the school's Environmental Club, Ms. Osborne has partnered with the City of Sunrise Sustainability Advisory Board to annually appoint a student representative, and she fosters eco-consciousness among all her club members.

Ms. Osborne also sponsors the Hooked-on Yarn Club where she teaches crocheting, knitting, embroidery and cross-stitching to students. She considers teaching as a calling, and she strives to help each of her students reach his or her full potential while cultivating a life-long love of learning in all of them.



**Teacher of the Month – February 2025**  
Plantation High School- Denaira Reed

Plantation High School proudly nominates Denaira Reed as Teacher of the Month.

Denaira Reed is a dedicated educator who has been with Broward County Schools since 2015. She made an immediate impact by launching the first-ever Plantation High School Algebra 1 competition in 2016. Over the years, Ms. Reed has continued to support both students and teachers by facilitating the "Seasons of Learning" Trainings for three summers, where she shared valuable engagement strategies with fellow educators.

As an instructional coach, during the 2023-2024 school year, she proudly helped lead her team to achieve the second-highest increase in Math proficiency within the district. Ms. Reed is passionate about helping students fall in love with math, while also equipping math teachers with the best practices to support student success. Her commitment to excellence continues to inspire both students and colleagues alike.



## AGENDA ITEM REQUEST

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**Originating Department:** Human Resources

**Item Title:** Presentation

**Item Number:** 6F

**Meeting Date:** 2/11/2025

**City Reference Number (C#):**

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**Item Description:**

Presentation of the Outstanding Performance Award for February 2025 to Jimmy Duncan, Driver/Messenger, Finance and Administrative Services Department. Susan Nabors, Director of Finance and Administrative Services.

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**Funding:**

001.16.10.513.504907 - Employee Appreciation

**Amount:**

\$50.00 Gift Card

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**ATTACHMENTS:**

OPA February 2025 - Jimmy Duncan

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**Background:**

The Outstanding Performance Award Program is a monthly award program that provides an opportunity to honor employees who are outstanding contributors to the organization. Outstanding Performance Awards are nominated by coworkers through submission of a nomination form to the Human Resources Department. Employees are selected for the monthly Outstanding Performance Award by a selection committee and will be featured in the Employee Newsletter. Each employee receiving one of these honors is recognized at a City Commission Meeting with an award certificate and a \$50.00 gift card.

The Selection Committee has reviewed the nominations submitted and have selected the following employee for February 2025:

- Jimmy Duncan - Driver/Messenger, Finance & Administrative Services Department

The employee will be presented with a certificate of recognition and will receive a \$50.00 American Express gift card.

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**Department Head Recommendation:**

Approval

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**Person With Additional Information:**

Name: Jami Ketchup, Director of Human Resources

Phone: 954-838-4522

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**Department Head Name and Title:**

Susan Nabors, Director of Finance and Administrative Services

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**City Manager:**

Authorized for agenda placement

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**NOMINATION FOR OUTSTANDING PERFORMANCE AWARD**

*The Outstanding Performance Award Program provides an opportunity to honor General Employees who are outstanding contributors to the organization*

**Employee Name:** Jimmy Duncan

**Job Title:** Driver/Messenger

**Department/Division:** Finance and Administrative Services

**I hereby nominate Jimmy Duncan for the Outstanding Performance Award for the reasons stated below:**

Jimmy Duncan has been working for the City since 2006 and is a Driver / Messenger for the City. Jimmy is responsible for collecting and delivering interoffice and postal service mail to various departments in the city. He is responsible for ensuring our outgoing mail has the proper postage and delivers/picks up mail from the local post office, when necessary.

While Jimmy's primary responsibility is mail delivery, for the past year and a half, he has also taken on the role of a daily shuttle driver in the mornings. He picks up employees from the Pool Parking Lot and drops them off at City Hall. Jimmy has demonstrated great teamwork by embracing this additional task. He took on the assignment without hesitation and consistently greets his colleagues with a friendly and positive attitude.

Everyone enjoys working with Jimmy and truly values the extra role he's taken on. His presence will certainly be missed in many of our morning routines once the new parking garage opens. Fortunately, we'll still get to see him as he continues with his daily mail delivery duties!

For this reason, I am happy to nominate Jimmy for the Outstanding Performance Award.

Susan Nabors

**Name and Signature of Nominator**

1/28/25

**Date**

Susan Nabors

**Name and Signature of Director**

1/28/25

**Date**



## AGENDA ITEM REQUEST

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**Originating Department:** Human Resources

**Item Title:** Presentation

**Item Number:** 6G

**Meeting Date:** 2/11/2025

**City Reference Number (C#):**

---

**Item Description:**

Recognition of service time and dedication for employees retiring from City service awarded to Joseph Myers Jr., Fire Captain, Fire Rescue Department, Monique Bean, Fire Inspector; Kenneth Redmond, Utility Operator, Utilities Department; Rajoo Samlal, Utility Electrical Supervisor, Utilities Department. John McNamara, Fire Chief; Rodrigo de Castro, Director of Utilities.

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**Funding:**

N/A

**Amount:**

N/A

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**ATTACHMENTS:**

No Attachments Available

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**Background:**

The City Commission wishes to recognize employees who will be retiring from City employment and to thank them for their service time and dedication.

The following employees are retiring from City service during the month of March 2025:

**Joseph Myers Jr., Fire Captain, 32+ years of service (1993-2025)**

- Firefighter I (1993-2003)
- Firefighter II (2003-2005)
- Driver Operator (2005-2018)
- Fire Captain (2018-2025)

**Kenneth Redmond, Utility Operator, 25+ years of service (2000-2025)**

- Dispatcher (2000-2000)
- Propane Gas Attendant (2000-2001)
- Utility Operator Trainee (2001-2003)
- Utility Operator (2003-2025)

**Monique Bean, Fire Inspector, 21+ years of service (2004-2025)**

- Firefighter (2004-2008)
- Driver Operator (2008-2011)
- Fire Inspector (2011-2025)

**Rajoo Samlal, Utility Electrical Supervisor, 29+ years of service (1996-2025)**

- Utility Electrician I (1996-1997)
- Utility Electrician II (1997-2005)
- Utility Electrical Supervisor (2005-2025)

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**Department Head Recommendation:**

Approval

---

**Person With Additional Information:**

Name: Jami Ketchup, Director of Human Resources

Phone: 954-838-4522

---

**Department Head Name and Title:**

John McNamara, Fire Chief  
Rodrigo de Castro, Director of Utilities

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**City Manager:**  
Authorized for agenda placement

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## AGENDA ITEM REQUEST

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**Originating Department:** City Clerk

**Item Title:** Appointment

**Item Number:** 7A

**Meeting Date:** 2/11/2025

**City Reference Number (C#):** C25021

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**Item Description:**

A Resolution of the City of Sunrise, Florida, appointing members to the Veterans Advisory Board; and providing an effective date. City Manager Mark Lubelski. Felicia M. Bravo, City Clerk.

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**Funding:**

001.10.10.511.504903 - Boards

**Amount:**

\$800.00 - total reimbursement cost for two board members FY 2025 - February through September

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**ATTACHMENTS:**

ATY Resolution - C25021

2025 Applicant Summary List VAB - Additional Members



**Background:**

The 11-members of the Veterans Advisory Board were chosen by the City Commission at the December 10, 2024, City Commission meeting. A Commission discussion was held in reference to increasing the number of members on the board from 11 to 13.

On the January 14, 2025, there was a First Reading of an Ordinance of the City of Sunrise, amending Chapter 2 "Administration" Article III "Boards, Committees Commissions, Councils" Division 17 "Veterans Advisory Board" Section 2-250.10 to allow for additional members to serve on the board, the item was passed. The second reading to the Ordinance was passed at the January 28, 2025, City Commission meeting.

Attached are two (2) resident applications for the Veterans Advisory Board for individuals who had submitted an application during the initial board application period. Both applicants were contacted to confirm their interest in serving as part of the expanded Veterans Advisory Board.

The categories for appointment are as follows: veterans; families of veterans; active duty personnel; families of active duty personnel; current or former drilling reservists; family members of drilling reservists; small business employers in the city; large business employers in the city; social service providers involved in or impacting veterans, active duty personnel and drilling reservists issues; institutions of higher learning; trade schools; non-profit education; public education; advocacy groups who are dedicated to and/or support veterans, active duty personnel, drilling reservists and their families; economic development; and health care industry.

---

**Department Head Recommendation:**

Approval

---

**Person With Additional Information:**

Name: Felicia M. Bravo, City Clerk

Phone: 954-746-3331

---

**Department Head Name and Title:**

Felicia M. Bravo, City Clerk

---

**City Manager:**

Authorized for agenda placement

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**SUNRISE, FLORIDA**

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY OF SUNRISE, FLORIDA, APPOINTING MEMBERS TO THE VETERANS ADVISORY BOARD; AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, on June 9, 2015, the City created the Veterans Advisory Board (Board) to be more supportive and aware of issues involving veterans, active duty personnel, drilling reservists and their families; and

WHEREAS, the Board originally consisted of eleven (11) members appointed annually; and

WHEREAS, via Ordinance No. 586-25-A, two (2) additional members were added to the Board; and

WHEREAS, at least six (6) members must be veterans, active duty personnel, drilling reservists, or their family members. Up to five (5) members may be non-residents; and

WHEREAS, after extensive advertising and solicitation of various professionals, applications were submitted for consideration for placement on this Board; and

WHEREAS, the City Commission has reviewed all applications and is ready to appoint members to this Board.

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

Section 1. Pursuant to Section 2-250.10 of the Code of Ordinances of the City of Sunrise, Florida, the following persons are hereby selected to become members of the City of Sunrise's Veterans Advisory Board, effective immediately, for the term expiring December 31, 2025 and until their successors are appointed.

<u>Name of Member</u>	<u>Military Status*</u>	<u>Category</u>	<u>Sunrise Resident</u>	<u>Branch</u>
1.				
2.				

\*Military Status refers to someone who is a veteran, active duty personnel, drilling reservist or family member of one of the aforementioned persons.

Section 2. Pursuant to Section 2-78 of the Code of Ordinances of the City of Sunrise, Florida, and Resolution No. 08-152, as amended, voting members of City of Sunrise Boards shall be reimbursed for expenses incurred in connection with Board business at a rate of fifty dollars (\$50.00) per meeting attended, not to exceed twelve (12) such reimbursements during each fiscal year.

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

PASSED AND ADOPTED this \_\_\_\_\_ DAY of \_\_\_\_\_, 2025.

\_\_\_\_\_  
Mayor Michael J. Ryan

Authentication:

\_\_\_\_\_  
Felicia M. Bravo  
City Clerk

MOTION: \_\_\_\_\_

SECOND: \_\_\_\_\_

CLARKE: \_\_\_\_\_

GUZMAN: \_\_\_\_\_

KERCH: \_\_\_\_\_

SCUOTTO: \_\_\_\_\_

RYAN: \_\_\_\_\_

Approved by the City Attorney  
as to Form and Legal Sufficiency

\_\_\_\_\_  
Thomas P. Moss

2025 Applicant Summary List in Alphabetical Order - Veterans Advisory Board

APPLICANT	RESIDENT	CURRENT BOARD	FIRST CHOICE BOARD	SECOND CHOICE BOARD	DISCIPLINE	MILITARY STATUS	BRANCH	EMAIL	NOTES (New applicants highlighted):
Azoy, Michael	Yes		Veterans		Advocacy Group	Veteran	US Navy	<a href="mailto:michael.azoy@yahoo.com">michael.azoy@yahoo.com</a>	New applicant
Barnes, Barry	Yes		Veterans		Advocacy Group	Veteran	US Marine Corps	<a href="mailto:admite2005@yahoo.com">admite2005@yahoo.com</a>	New applicant

## Application Form

---

### Profile

Mr Michael Azoy  
Prefix First Name Last Name

10701 NW 28th Pl  
Home Address Suite or Apt

Sunrise FL 33322  
City State Postal Code

michael.azoy@yahoo.com  
Email Address

Home: (786) 661-0067  
Primary Phone Alternate Phone

### Current or Former Employer

---

Norwegian Cruise Line Holdings

Consumer Sales Manager -  
Oceania Cruises  
Job Title

### Duties

---

Oversee and drive a motivated team of dedicated sales consultants comprised of 75 consultants across 4 global offices in Miami, South Hampton United Kingdom, Sao Paulo Brazil, and Sydney Australia. Generate Reporting to track daily, monthly, and year sales. use this information to create an effective sales strategy for implementation of multiple promotions and offers. Provide training of process, procedure, and digital tools used in the execution of the consultant position I oversee to all incoming new hires. Provide continuous quality control via call monitoring of consultants and provide feedback and training for the improvement of all consultants. Generate and disseminate monthly sales total reporting to all agents and process payroll and ensure accurate incentive pay is given to each consultant on my team. Identify important information needed to be given to each team member and pass down daily via morning meetings. Assist the Director and Vice President in any additional tasks they may need. Lead junior managers in the carrying out of their daily tasks and continually train them for development in their positions. Attend recurring meetings and events held by the Veteran Task Force (a veterans organization within the company), providing feedback, ideas, and the execution of various activities highlighting both those who served within the company and guests aboard the multiple cruise ships within the cruise line.

### Years Employed

---

8

**Do you have a contract with the City of Sunrise or are you a vendor? \***  

---

No

**Do you work with a company that has a contract with the City of Sunrise? \***  

---

No

Mr Michael Azoy

**Did you receive a grant from the City of Sunrise for your 501(c)(3) charitable organization? \***

---

No

---

**Which Boards would you like to apply for?**

Veterans Advisory Board: Submitted

**Which of the boards you selected above is your first choice? \***

---

Veterans Advisory Board

Question applies to Veterans Advisory Board

**I am a . . . . . \***

---

veteran

Question applies to Veterans Advisory Board

**Branch of Service (as it applies to above): \***

---

US Navy

Question applies to Veterans Advisory Board

**I am affiliated with the following type of organization: \***

---

advocacy group which is dedicated to and/or support veterans, active duty personnel, drilling reservists and their families

**Briefly describe why you would like to serve on this advisory board:**

---

As a member of a veteran organization with in my work place I am proud to make a difference in the lives of fellow veterans. It is my honest opinion that as veterans the appropriate care, assistance, and acknowledgement is not given in general. it is my personal mission to do as much as in my power to positively and directly affect the well being, mental health, and recognition of as many veterans as possible. As a recent and new home owner in the city of Sunrise I am thoroughly impressed with the reception myself and my family has received; safe neighborhoods, community activities in abundance, a Mayor that remembers your name months after an initial brief meeting. Sunrise is where my family will be rooted, and as a prior combat corpsman I am interested in giving back.

Mr Michael Azoy

**Describe the qualifications, skills and abilities you possess that would directly benefit this board:**

---

US NAVY veteran of 6 years where I served as Flight Deck Corpsman aboard the USS WASP LHD-1 and as Squadron Corpsman for VMFA 242 in Iwakuni, Japan. I possess the ability to think outside the box to identify current and potential issues and am driven to correct them. Being an athlete since childhood, up to and including currently holding the Florida State Record in weightlifting, and building a resume spanning between the Emergency Medical Services and corporate Sales, I have extensive experience working in team environments and as an individual with both avenues providing to a goal greater than myself. Strategy, Critical Thinking, the ability to push ideology and gain the support of any audience i come in contact with. I am a dedicated Husband, Father, Athlete, Leader in my work place, Entrepreneur, and a Member of this community that is driven to acknowledge and improve the lives of those around me, with a soft spot for veterans. As a "Doc" the duty to serve remains within.

**List your education background and area of study:**

---

High School Diploma, Emergency Medical Technician Certification, Working knowledge in Business, Sales, & Marketing. Dedicated study in the area of Sport Specific Strength Training.

Describe your involvement in the Sunrise community:

**Sunrise Organization**

---

**Number of Years**

---

**Office(s) Held/Responsibilities**

---

**Sunrise Organization**

---

**Number of Years**

---

**Office(s) Help/Responsibilities**

---

**Are you a resident of the City of Sunrise?**

Yes  No

---

**Are you a resident of Broward County?**

Yes  No

---

**Are you a citizen?**

Yes  No

Appointment to this board will require your attendance at regularly scheduled meetings that may occur in the evening.

Mr Michael Azoy



**How many hours per month are you willing to commit as a volunteer?**

---

10+

If you are not appointed to a board at this time . . . .

**Would you like to be considered for appointment to a board if a vacancy occurs?**

---

Yes  No

**ACKNOWLEDGEMENT:**

---

**I acknowledge that in accordance with Sunrise City Code Section 2-76(f), all applicants for or voting members of city boards shall be subject to a comprehensive background check to ensure they have 1) Not violated any standard of conduct or code of ethics established by law for public officials; 2) Not violated any standard of conduct or code of ethics established by law for any profession regulated by the State of Florida or any other state; 3) No criminal charges pending; 4) Not had a misdemeanor conviction in the ten-year period prior to the date of the proposed appointment; and 5) Not ever been convicted of a felony or a crime of moral turpitude. I shall sign all paperwork necessary to enable the city to perform said background check. I understand that if I am charged with a crime while I am a sitting member of a city board, agency, authority, committee or commission, that I am automatically removed from my position (Section 2-76, City Code). By executing this application, I hereby waive any rights I may have under Florida Statutes section 112.501, entitled "Municipal board members; suspension; removal." I acknowledge receipt of the separate documents entitled **DISCLOSURE REGARDING BACKGROUND INVESTIGATION** and **A SUMMARY OF YOUR RIGHTS UNDER THE FAIR CREDIT REPORTING ACT** and that I have read and understand both of those documents. I understand that in accordance with the Florida Public Records Law, information on my application may be made public unless an exemption exists. I understand that all appointments are for voluntary, uncompensated service. If appointed, I agree to faithfully and fully perform the duties of my office, make every endeavor to serve my full term, and comply with all laws and ordinances of the City, County, and State of Florida, particularly those pertaining to the conduct of public officials and the financial disclosure requirements. I have received a copy of the City of Sunrise Code of Ethics (Chapter 10, Article II, City Code). Consistent with Florida Statutes pertaining to public records, please note that your social security number will not be released. **Social Security Number Collection Disclosure Statement: Please be advised that pursuant to Section 119.071(5)(a)2.a., Florida Statutes, the City of Sunrise ("City") discloses that the City requests your social security number for the purpose of payroll eligibility verification, processing employment benefits, income reporting, tax reporting, background checks on employee applicants, advisory board applicants, or other City program volunteers. Social security numbers are also used as a unique numeric identifier and may be used for search purposes.****

---

I Agree

Mr Michael Azoy

Question applies to multiple boards

Please complete an application for a comprehensive background check by going to the

[\*\*Existing Board Member\*\*](#)

[\*\*New Board Member Applicant\*\*](#)

# Application Form

## Profile

Mr. Barry Barnes  
Prefix First Name Last Name

2900 N. Pine Island Rd. Apt. 204  
Home Address Suite or Apt

Sunrise FL 33322  
City State Postal Code

admite2005@yahoo.com  
Email Address

Mobile: (954) 445-2789  
Primary Phone Alternate Phone

## Current or Former Employer

Broward Sheriff's Office

Deputy Sheriff  
Job Title

## Years Employed

24

## Duties

Road Deputy

**Do you have a contract with the City of Sunrise or are you a vendor? \***

No

**Do you work with a company that has a contract with the City of Sunrise? \***

No

**Did you receive a grant from the City of Sunrise for your 501(c)(3) charitable organization? \***

No

**Which Boards would you like to apply for?**

Veterans Advisory Board: Submitted

**Which of the boards you selected above is your first choice? \***

Veterans Advisory Board

Mr. Barry Barnes

Question applies to Veterans Advisory Board

**I am a . . . . . \***

---

veteran

Question applies to Veterans Advisory Board

**Branch of Service (as it applies to above): \***

---

US Marine Corps

Question applies to Veterans Advisory Board

**I am affiliated with the following type of organization: \***

---

advocacy group which is dedicated to and/or support veterans, active duty personnel, drilling reservists and their families

none of the above

**Briefly describe why you would like to serve on this advisory board:**

---

I am a member of the Sunrise American Legion and I believe I can be a great help to our Veterans and the City of Sunrise.

**Describe the qualifications, skills and abilities you possess that would directly benefit this board:**

---

I was on active duty for 8 years. I've been in law enforcement since 1994. I am a 100% service connected veteran with the V.A.

**List your education background and area of study:**

---

High School Graduate. U.S. Marine Sgt. U.S. Embassy Security. Private Security. Corrections Officer. Police Officer. Deputy Sheriff.

Describe your involvement in the Sunrise community:

**Sunrise Organization**

---

American Legion

**Number of Years**

---

3

**Office(s) Held/Responsibilities**

---

Member

**Sunrise Organization**

---

**Number of Years**

---

Mr. Barry Barnes

**Office(s) Help/Responsibilities**

---

**Are you a resident of the City of Sunrise?**

---

Yes  No

**Are you a resident of Broward County?**

---

Yes  No

**Are you a citizen?**

---

Yes  No

Appointment to this board will require your attendance at regularly scheduled meetings that may occur in the evening.

**How many hours per month are you willing to commit as a volunteer?**

---

10+

If you are not appointed to a board at this time . . . .

**Would you like to be considered for appointment to a board if a vacancy occurs?**

---

Yes  No

## ACKNOWLEDGEMENT:

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I acknowledge that in accordance with Sunrise City Code Section 2-76(f), all applicants for or voting members of city boards shall be subject to a comprehensive background check to ensure they have 1) Not violated any standard of conduct or code of ethics established by law for public officials; 2) Not violated any standard of conduct or code of ethics established by law for any profession regulated by the State of Florida or any other state; 3) No criminal charges pending; 4) Not had a misdemeanor conviction in the ten-year period prior to the date of the proposed appointment; and 5) Not ever been convicted of a felony or a crime of moral turpitude. I shall sign all paperwork necessary to enable the city to perform said background check. I understand that if I am charged with a crime while I am a sitting member of a city board, agency, authority, committee or commission, that I am automatically removed from my position (Section 2-76, City Code). By executing this application, I hereby waive any rights I may have under Florida Statutes section 112.501, entitled "Municipal board members; suspension; removal." I acknowledge receipt of the separate documents entitled **DISCLOSURE REGARDING BACKGROUND INVESTIGATION** and **A SUMMARY OF YOUR RIGHTS UNDER THE FAIR CREDIT REPORTING ACT** and that I have read and understand both of those documents. I understand that in accordance with the Florida Public Records Law, information on my application may be made public unless an exemption exists. I understand that all appointments are for voluntary, uncompensated service. If appointed, I agree to faithfully and fully perform the duties of my office, make every endeavor to serve my full term, and comply with all laws and ordinances of the City, County, and State of Florida, particularly those pertaining to the conduct of public officials and the financial disclosure requirements. I have received a copy of the City of Sunrise Code of Ethics (Chapter 10, Article II, City Code). Consistent with Florida Statutes pertaining to public records, please note that your social security number will not be released. Social Security Number Collection Disclosure Statement: Please be advised that pursuant to Section 119.071(5)(a)2.a., Florida Statutes, the City of Sunrise ("City") discloses that the City requests your social security number for the purpose of payroll eligibility verification, processing employment benefits, income reporting, tax reporting, background checks on employee applicants, advisory board applicants, or other City program volunteers. Social security numbers are also used as a unique numeric identifier and may be used for search purposes.

---

I Agree

Question applies to multiple boards

Please complete an application for a comprehensive background check by going to the

[Existing Board Member](#)

[New Board Member Applicant](#)

# 2025 Veterans Advisory Board

**Meeting Information:** 3rd Thursday of the month at 5:30 p.m.  
 City Hall - Everglades Conference Room  
 10770 W. Oakland Park Blvd.  
 Sunrise, FL 33351

**Board Liaison:** Emilie Smith - Deputy City Manager - 954-746-3430  
**Board Secretary:** Paige Stanish - 954-746-3440  
 11 - Member Board

NAME:	ADDRESS:	TELEPHONE:	EMAIL ADDRESS:	Branch/Status:	DISCIPLINE:
Bruno Condron	3200 NW 93 Avenue Sunrise, FL 33351	954-594-3014	<a href="mailto:brucon2@att.net">brucon2@att.net</a>	US Air Force/Veteran	Dedicated Advocacy Group
Brenda Covin Senior	4838 NW 6 Street Plantation, FL 33317	954-803-0171	<a href="mailto:brendacovinsenior@rocketmail.com">brendacovinsenior@rocketmail.com</a>	US Army/Veteran	Dedicated Advocacy Group
Lance Dickman	2900 N. Pine Island Road Apt. # 207 Sunrise, FL 33322	954-742-6415	<a href="mailto:Pride33@comcast.net">Pride33@comcast.net</a>	US Navy/Veteran	Dedicated Advocacy Group
Thaddeus Hamilton	4836 NW 67 Avenue Lauderhill, FL 33319	954-547-9115	<a href="mailto:thadkappa69@bellsouth.net">thadkappa69@bellsouth.net</a>	US Army/Veteran	Non-Profit Education
Kenton Isackson	1951 NW 35 Ave. Coconut Creek, FL 33066	754-244-8921	<a href="mailto:Blackbirdxx1@aol.com">Blackbirdxx1@aol.com</a>	US Army/Veteran	Dedicated Advocacy Group
Robert Latimer	12241 NW 30 Street Sunrise, FL 33323	954-882-6371	<a href="mailto:wrrpiper1@bellsouth.net">wrrpiper1@bellsouth.net</a>	US Navy/Veteran	Dedicated Advocacy Group
Eshia McLymont	4151 NW 99 Terrace Sunrise, FL 33351	954-748-9580 (h) 954-709-3774 (c)	<a href="mailto:eshia680@hotmail.com">eshia680@hotmail.com</a>	US Marine Corps/Veteran, Family Member of Veteran	Social Services Provider, Large Business Employer, Public Education Health Care
Charmaine Rolle	6660 NW 24 Street Sunrise, FL 33313	954-547-7822	<a href="mailto:csoulja28@yahoo.com">csoulja28@yahoo.com</a>	US Army/Veteran	Dedicated Advocacy Group
Norman Rothfeld	7715 Southampton Terrace Apt. # 108 Tamarac, FL 33321	954-288-8238	<a href="mailto:ragman1240@aol.com">ragman1240@aol.com</a>	US Army/Veteran	Dedicated Advocacy Group
Justin Wells	8370 NW 21 Street Sunrise, FL 33322	954-205-8674	<a href="mailto:Justinwells2013@yahoo.com">Justinwells2013@yahoo.com</a>	US Navy/Veteran	Dedicated Advocacy Group
Loretta Young	10101 Sunrise Lakes Blvd. Apt. # 407 Sunrise, FL 33322	954-257-6763	<a href="mailto:lorettayoung@yahoo.com">lorettayoung@yahoo.com</a>	US Air Force/Veteran	Dedicated Advocacy Group

\*Chairperson  
 \*\*Vice Chair



## AGENDA ITEM REQUEST

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**Originating Department:** City Clerk

**Item Title:** Appointment

**Item Number:** 7B

**Meeting Date:** 2/11/2025

**City Reference Number (C#):** C25022

---

**Item Description:**

A Resolution of the City of Sunrise, Florida, appointing a member to the Sustainability Advisory Board and acknowledging the resignation of a member from the Board; and providing an effective date. City Manager Mark Lubelski. Felicia M. Bravo, City Clerk.

---

**Funding:**

001.10.10.511.504903 - Boards

**Amount:**

\$400.00 - estimated reimbursement to board member for FY 2025 for the months of February through September.

---

**ATTACHMENTS:**

ATY Resolution - C25022  
2025 Applicant Summary List SAB Resign



**Background:**

On November 9, 2010, the City Commission adopted Ordinance No. 527 which established a 9-member Sustainability Advisory Board with a high school student serving in an ex-officio capacity. This ordinance was structured with preferred disciplines/categories; however, the Commission may appoint multiple persons to the same discipline/category. The City Commission as a body must choose the members that meet a specific mix of membership criteria for a one-year term. Currently, there is one vacancy on the board due to the recent resignation of Ryan Goldman. The new board member's term will begin immediately and end on December 31, 2025.

The City Commission must choose one member from the three Sunrise resident applications received. Each meets at least one of the categories for the Sustainability Advisory Board.

The board disciplines/categories are currently filled as follows: one (1) developer, one (1) engineer, three (3) environmental or pro-environmental advocates, one (1) sustainable products or service industry, one (1) arborist, (1) resident at large, and one (1) high school student.

---

**Department Head Recommendation:**

Approval

---

**Person With Additional Information:**

Name: Felicia M. Bravo, City Clerk

Phone: 954-746-3331

---

**Department Head Name and Title:**

Felicia M. Bravo, City Clerk

---

**City Manager:**

Authorized for agenda placement

---

**SUNRISE, FLORIDA**

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY OF SUNRISE, FLORIDA, APPOINTING A MEMBER TO THE SUSTAINABILITY ADVISORY BOARD AND ACKNOWLEDGING THE RESIGNATION OF A MEMBER FROM THE BOARD; AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, Section 2-250.9 of the Code of Ordinances of the City of Sunrise provides for the Sustainability Advisory Board (Board), to consist of nine (9) members in preferred disciplines/categories and one (1) ex-officio non-voting high school student member; and

WHEREAS, a Board member has resigned, and a new member must be appointed to fill the vacancy; and

WHEREAS, after extensive advertising and solicitation of various professionals, three (3) applicants have applied for this Board; and

WHEREAS, the City Commission has reviewed all applications and is ready to appoint a member to this Board.

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

Section 1. Pursuant to Section 2-250.9 of the Code of Ordinances of the City of Sunrise, Florida, the following applicant is hereby appointed to become a member of the City of Sunrise’s Sustainability Advisory Board in the discipline/category identified below effective immediately for a term ending on December 31, 2025, and until their successor is appointed:

<u>Name of Member</u>	<u>Discipline/Category</u>
-----------------------	----------------------------

Section 2. Pursuant to Section 2-78 of the Code of Ordinances of the City of Sunrise, Florida, and Resolution No. 08-152, as amended, voting members of City of Sunrise Boards shall be reimbursed for expenses incurred in connection with Board business at a rate of fifty dollars (\$50.00) per meeting attended, not to exceed twelve (12) such reimbursements during each fiscal year.

Section 3. The resignation of Ryan Goldman as a member of the Sustainability Advisory Board is hereby acknowledged.

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

PASSED AND ADOPTED this \_\_\_\_\_ DAY of \_\_\_\_\_, 2025.

\_\_\_\_\_  
Mayor Michael J. Ryan

Authentication:

\_\_\_\_\_  
Felicia M. Bravo  
City Clerk

MOTION: \_\_\_\_\_  
SECOND: \_\_\_\_\_

CLARKE: \_\_\_\_\_  
GUZMAN: \_\_\_\_\_  
KERCH: \_\_\_\_\_  
SCUOTTO: \_\_\_\_\_  
RYAN: \_\_\_\_\_

Approved by the City Attorney  
as to Form and Legal Sufficiency

\_\_\_\_\_  
Thomas P. Moss

2025 Applicant Summary List in Alphabetical Order - Sustainability Advisory Board

APPLICANT	RESIDENT	PREVIOUS BOARD	FIRST CHOICE BOARD	SECOND CHOICE BOARD	DISCIPLINE	EMAIL	NOTES (New applicants highlighted):
Allen, Natalia	Yes	Education	SAB		Residnet at Large	<a href="mailto:niallenm@gmail.com">niallenm@gmail.com</a>	
De Freitas, Michele	Yes		SAB		Resident who is entrepreneur or who is actively employed in sustainable product	<a href="mailto:michele.defreitas21@gmail.com">michele.defreitas21@gmail.com</a>	
Evins, Michelle	Yes		SAB		Resident at large	<a href="mailto:tzineyes@yahoo.com">tzineyes@yahoo.com</a>	

# Application Form

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## Profile

\_\_\_\_\_  
Prefix

Natalia  
First Name

Allen  
Last Name

2126 NW 61ST AVE  
Home Address

\_\_\_\_\_  
Suite or Apt

Sunrise  
City

FL  
State

33313  
Postal Code

niallenm@gmail.com  
Email Address

Mobile: (305) 761-8015  
Primary Phone

\_\_\_\_\_  
Alternate Phone

## Current or Former Employer

Miami Dade County Public Schools

Department Chair  
Job Title

## Duties

Social studies teacher Literacy interventionist Plan, implement, and lead field trips to conduct longitudinal water quality research with students in the Everglades Ensure mandated state statutes are met

## Years Employed

8

**Do you have a contract with the City of Sunrise or are you a vendor? \***

No

**Do you work with a company that has a contract with the City of Sunrise? \***

No

**Did you receive a grant from the City of Sunrise for your 501(c)(3) charitable organization? \***

No

---

**Which Boards would you like to apply for?**

Sustainability Advisory Board: Submitted

**Which of the boards you selected above is your first choice? \***

---

Sustainability Advisory Board

Question applies to Sustainability Advisory Board

The City Commission will give preference, where possible, to persons who meet the following criteria. Please select up to two options that apply to you:

Question applies to Sustainability Advisory Board

**Select the option that applies to you:**

---

resident (at large) who is actively engaged as an environmentalist or who has a strong interest in pro-environment advocacy.

**Briefly describe why you would like to serve on this advisory board:**

---

I would like to serve on the Sustainability Advisory Board for several reasons. I am an active volunteer with the Sierra Club ICO where I have the opportunity to help connect our community with our natural world and teach them ways to foster a sustainable future. I am an advocate for environmental issues within our city and county. I am proactively engaged in conducting scholarly research to help develop viable solutions to address pressing issues in our community such as flooding, waste management and recycling.

**Describe the qualifications, skills and abilities you possess that would directly benefit this board:**

---

I am currently in my doctorate program at the University. My coursework included administrative law, sustainable cities, and community leadership. Through my coursework I have developed the skills and knowledge necessary to provide insight for sustainable solutions for our community.

**List your education background and area of study:**

---

I have a Bachelor's of Journalism and a Bachelor's of Art in Political Science from the University of Missouri — Columbia. Additionally I received a Certificate of Multicultural Studies from the University of Missouri—Columbia. Lastly, I have a Master of Science in Education from the University of Miami. I am currently a pursuing my doctorate in High Education Leadership and Administration at the University of Miami.

Describe your involvement in the Sunrise community:

**Sunrise Organization**

---

Education Advisory Board

**Number of Years**

---

4

**Office(s) Held/Responsibilities**

---

Vice Chair, Chair

Natalia Allen

**Sunrise Organization**

---

Sunrise Good and Green Initiative

**Number of Years**

---

3

**Office(s) Help/Responsibilities**

---

Team Leader for Adopt-A-Street on Sunset Strip

**Are you a resident of the City of Sunrise?**

---

Yes  No

**Are you a resident of Broward County?**

---

Yes  No

**Are you a citizen?**

---

Yes  No

Appointment to this board will require your attendance at regularly scheduled meetings that may occur in the evening.

**How many hours per month are you willing to commit as a volunteer?**

---

20

If you are not appointed to a board at this time . . . .

**Would you like to be considered for appointment to a board if a vacancy occurs?**

---

Yes  No

## ACKNOWLEDGEMENT:

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I acknowledge that in accordance with Sunrise City Code Section 2-76(f), all applicants for or voting members of city boards shall be subject to a comprehensive background check to ensure they have 1) Not violated any standard of conduct or code of ethics established by law for public officials; 2) Not violated any standard of conduct or code of ethics established by law for any profession regulated by the State of Florida or any other state; 3) No criminal charges pending; 4) Not had a misdemeanor conviction in the ten-year period prior to the date of the proposed appointment; and 5) Not ever been convicted of a felony or a crime of moral turpitude. I shall sign all paperwork necessary to enable the city to perform said background check. I understand that if I am charged with a crime while I am a sitting member of a city board, agency, authority, committee or commission, that I am automatically removed from my position (Section 2-76, City Code). By executing this application, I hereby waive any rights I may have under Florida Statutes section 112.501, entitled "Municipal board members; suspension; removal." I acknowledge receipt of the separate documents entitled **DISCLOSURE REGARDING BACKGROUND INVESTIGATION** and **A SUMMARY OF YOUR RIGHTS UNDER THE FAIR CREDIT REPORTING ACT** and that I have read and understand both of those documents. I understand that in accordance with the Florida Public Records Law, information on my application may be made public unless an exemption exists. I understand that all appointments are for voluntary, uncompensated service. If appointed, I agree to faithfully and fully perform the duties of my office, make every endeavor to serve my full term, and comply with all laws and ordinances of the City, County, and State of Florida, particularly those pertaining to the conduct of public officials and the financial disclosure requirements. I have received a copy of the City of Sunrise Code of Ethics (Chapter 10, Article II, City Code). Consistent with Florida Statutes pertaining to public records, please note that your social security number will not be released. Social Security Number Collection Disclosure Statement: Please be advised that pursuant to Section 119.071(5)(a)2.a., Florida Statutes, the City of Sunrise ("City") discloses that the City requests your social security number for the purpose of payroll eligibility verification, processing employment benefits, income reporting, tax reporting, background checks on employee applicants, advisory board applicants, or other City program volunteers. Social security numbers are also used as a unique numeric identifier and may be used for search purposes.

---

I Agree

Question applies to multiple boards

Please complete an application for a comprehensive background check by going to the

[Existing Board Member](#)

[New Board Member Applicant](#)



## Application Form

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### Profile

\_\_\_\_\_  
Prefix

Michele  
First Name

De Freitas  
Last Name

3020 NW 125th Ave  
Home Address

Unit 315  
Suite or Apt

Sunrise  
City

FL  
State

33323  
Postal Code

michele.defreitas21@gmail.com  
Email Address

Mobile: (347) 282-7600  
Primary Phone

\_\_\_\_\_  
Alternate Phone

### Current or Former Employer

---

City of Boynton Beach

Sustainability Coordinator  
Job Title

## Duties

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Purpose of Classification Under the direction of the Sustainability and Resiliency Administrator, this position will be responsible for managing, coordinating, facilitating, and advising the development, implementation, monitoring and improvement of policies and initiatives that promote local environmental, energy, economic, and social sustainability. This position will assist with sustainability activities, such as greenhouse gas emissions inventories, preparing progress reports, formulating policies, coordinating projects related to the environment, economy, and overall community, designing and implementing efficiency and resilience programs, and monitoring achievement of sustainability goals. Essential Functions The following duties are normal for this position. The omission of specific statements of the duties does not exclude them from the classification if the work is similar, related, or a logical assignment for this classification. Other duties may be required and assigned. Coordinates efforts to develop and monitor projects and programs in support of City-wide sustainability and climate action efforts. Evaluates, develops, and implements policies, practices and procedures related to the goals and objectives related to the City's Climate Action Plan (CAP), Utilities Master Plan, Comprehensive Plan, and other City climate action and sustainability plans and goals. Creates informational presentations promoting energy and water conservation, waste minimization, recycling, and other sustainability and resilience topics, as assigned. Serves as liaison between various City departments to ensure communication and resource coordination for sustainability programs and projects. Coordinates sustainability activities among departments, external agencies, and community organizations. Acts as a project lead for various projects and programs, including but not limited to, the Urban Tree Canopy Program, the Energy Edge Rebate Program, and the Green Business Recognition Program. Creates and maintains plans or other documents related to sustainability projects. Develops reports and presentations to communicate the effectiveness of sustainability initiatives. Makes presentations to Commission, other City departments, and applicable outside organizations, as assigned. Assists with the development of sustainability project goals, objectives, initiatives, or strategies in collaboration with other sustainability professionals. Helps research, develop, and implement strategies related to community sustainability issues, such as climate change mitigation and adaptation, equity, energy security, and sustainable economic development. Provides technical or administrative support for sustainability programs or issues. Reviews and revises sustainability proposals or policies as necessary due to changes in legislation, and science and technical advancements. Participates in strategic discussions and assist in developing and implementing critical policies related to long term sustainability. Collects data and maintains records. Develops tracking and benchmarking in support of energy and climate initiatives. Monitors and tracks established sustainability indicators, such as energy usage, natural resource usage, waste generation, and recycling. Creates marketing or outreach media, such as brochures, websites, social media, etc. to communicate City sustainability issues, procedures, or objectives. Plans, organizes, directs and coordinates greenhouse gas emission inventories for the City of Boynton Beach operations and the community-at-large as described in the City's CAP. Assists with developing assessments and audits to identify potential environmental risks and develop subsequent mitigation strategies. Researches and reviews regulatory, technical, or market issues related to sustainability. Keeps City current on Federal, State and local legislation affecting sustainability programs and projects, and analyzes implications of new regulations and requirements. Develops and implements mechanisms to track progress in achieving environmental sustainable goals and objectives. Acts as a City representative on sustainability topics to private organizations, government and other agencies. Assists with managing budgets associated with sustainability projects and programs. Reviews and analyze consultant proposals. Assists in selection of consultants and review consultant work at various stages of the project. Assists with the management of grant funding and contracts. Works closely with the Department of Financial Services to ensure that the City participates in available grants and programs. Performs other related duties as required. May be required to work evenings and/or weekends depending on meetings and/or special events.

## Years Employed

---

1

**Do you have a contract with the City of Sunrise or are you a vendor? \***

No

**Do you work with a company that has a contract with the City of Sunrise? \***

No

**Did you receive a grant from the City of Sunrise for your 501(c)(3) charitable organization? \***

No

**Which Boards would you like to apply for?**

Sustainability Advisory Board: Submitted

**Which of the boards you selected above is your first choice? \***

Sustainability Advisory Board

Question applies to Sustainability Advisory Board

The City Commission will give preference, where possible, to persons who meet the following criteria. Please select up to two options that apply to you:

Question applies to Sustainability Advisory Board

**Select the option that applies to you:**

resident who is an entrepreneur or who is actively employed in the sustainable product or service industry in connection with sustainable development and environmental issues.

**Briefly describe why you would like to serve on this advisory board:**

I am deeply passionate about my environment no matter the location. I often think about what can we do especially myself in such a field with an Environmental Policy background do to help reduce waste, implement various recycling measures other than current ones and make it a more greener environment which is healthier for us all. I want to be of service to my community to give back in a way I am confident and passionate about.

**Describe the qualifications, skills and abilities you possess that would directly benefit this board:**

Self-motivated and resourceful individual with an eagerness to learn and progress in any fast-paced and dynamic environment. Ability to multitask effectively and a reliable motivator with valuable leadership experience, excellent communication skills and strong work ethic. Profoundly passionate about the environment with over two years experience in doing voluntary services for environmental organizations. Identify and establish resolutions for many environmental problems, environmental hazards and even the bigger discussion of the world where climate change is concerned.

Michele De Freitas

**List your education background and area of study:**

---

Everglades University, Boca Raton, Florida - October 2015 - April 2019 Bachelor of Science  
Environmental Policy with Management Broward College, Davie, Florida - January 2020 -  
December 2021 Associate of Science Environmental Science Technology

Describe your involvement in the Sunrise community:

**Sunrise Organization**

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**Number of Years**

---

**Office(s) Held/Responsibilities**

---

**Sunrise Organization**

---

**Number of Years**

---

**Office(s) Help/Responsibilities**

---

**Are you a resident of the City of Sunrise?**

Yes  No

---

**Are you a resident of Broward County?**

Yes  No

---

**Are you a citizen?**

Yes  No

Appointment to this board will require your attendance at regularly scheduled meetings that may occur in the evening.

---

**How many hours per month are you willing to commit as a volunteer?**

8-10

If you are not appointed to a board at this time . . . .

---

**Would you like to be considered for appointment to a board if a vacancy occurs?**

Yes  No

## ACKNOWLEDGEMENT:

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I acknowledge that in accordance with Sunrise City Code Section 2-76(f), all applicants for or voting members of city boards shall be subject to a comprehensive background check to ensure they have 1) Not violated any standard of conduct or code of ethics established by law for public officials; 2) Not violated any standard of conduct or code of ethics established by law for any profession regulated by the State of Florida or any other state; 3) No criminal charges pending; 4) Not had a misdemeanor conviction in the ten-year period prior to the date of the proposed appointment; and 5) Not ever been convicted of a felony or a crime of moral turpitude. I shall sign all paperwork necessary to enable the city to perform said background check. I understand that if I am charged with a crime while I am a sitting member of a city board, agency, authority, committee or commission, that I am automatically removed from my position (Section 2-76, City Code). By executing this application, I hereby waive any rights I may have under Florida Statutes section 112.501, entitled "Municipal board members; suspension; removal." I acknowledge receipt of the separate documents entitled **DISCLOSURE REGARDING BACKGROUND INVESTIGATION** and **A SUMMARY OF YOUR RIGHTS UNDER THE FAIR CREDIT REPORTING ACT** and that I have read and understand both of those documents. I understand that in accordance with the Florida Public Records Law, information on my application may be made public unless an exemption exists. I understand that all appointments are for voluntary, uncompensated service. If appointed, I agree to faithfully and fully perform the duties of my office, make every endeavor to serve my full term, and comply with all laws and ordinances of the City, County, and State of Florida, particularly those pertaining to the conduct of public officials and the financial disclosure requirements. I have received a copy of the City of Sunrise Code of Ethics (Chapter 10, Article II, City Code). Consistent with Florida Statutes pertaining to public records, please note that your social security number will not be released. Social Security Number Collection Disclosure Statement: Please be advised that pursuant to Section 119.071(5)(a)2.a., Florida Statutes, the City of Sunrise ("City") discloses that the City requests your social security number for the purpose of payroll eligibility verification, processing employment benefits, income reporting, tax reporting, background checks on employee applicants, advisory board applicants, or other City program volunteers. Social security numbers are also used as a unique numeric identifier and may be used for search purposes.

---

I Agree

Question applies to multiple boards

Please complete an application for a comprehensive background check by going to the

[Existing Board Member](#)

[New Board Member Applicant](#)

## Application Form

---

### Profile

Mrs Michelle Evins  
Prefix First Name Last Name

10059 Winding Lake Rd #101  
Home Address Suite or Apt

Sunrise FL 33351  
City State Postal Code

tzineyes@yahoo.com  
Email Address

Mobile: (954) 445-8969  
Primary Phone Alternate Phone

### Current or Former Employer

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Miami Dade Fire Rescue

MDFR IT Software Developer  
Job Title

### Duties

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Develop, support, and maintain C# applications within the department. Provide technical assistance and support for Office 365 products, including SharePoint, Teams, and OneDrive. Design, develop, and maintain PowerApps and Power Automate flows. Create and manage SQL Server databases to support application functionality. Provide technical support to end-users by resolving issues and addressing inquiries. Lead and facilitate meetings for new project initiatives and updates. Develop and maintain comprehensive reports and metric dashboards for upper management to track key performance indicators.

### Years Employed

---

20.5 yrs

**Do you have a contract with the City of Sunrise or are you a vendor? \***

---

No

**Do you work with a company that has a contract with the City of Sunrise? \***

---

No

**Did you receive a grant from the City of Sunrise for your 501(c)(3) charitable organization? \***

---

No

---

## Which Boards would you like to apply for?

---

Sustainability Advisory Board: Submitted

## Which of the boards you selected above is your first choice? \*

---

Sustainability Advisory Board

Question applies to Sustainability Advisory Board

The City Commission will give preference, where possible, to persons who meet the following criteria. Please select up to two options that apply to you:

Question applies to Sustainability Advisory Board

### Select the option that applies to you:

---

resident (at large) who is actively engaged as an environmentalist or who has a strong interest in pro-environment advocacy.

## Briefly describe why you would like to serve on this advisory board:

---

My strong desire to contribute to a more sustainable future motivates my interest in serving on this advisory board. I believe that with my knowledge and skill-set can significantly assist in the direction and decision-making processes that shape the city's sustainability initiatives. This opportunity would provide invaluable professional growth and allow me to contribute to the well-being of my community by actively participating in efforts to create a more sustainable and livable City of Sunrise.

## Describe the qualifications, skills and abilities you possess that would directly benefit this board:

---

Drawing upon my experience as a board member, I possess a strong understanding of board dynamics and best practices. I have a proven track record of successfully managing projects, demonstrating my ability to plan, execute, and deliver results. My strong communication, analytical, and problem-solving skills will be valuable assets in board discussions and decision-making processes. Furthermore, I will bring to the board the valuable knowledge and insights gained from my experience as a Master Gardener Volunteer and NatureScape Habitat Steward. I am a highly motivated and collaborative individual with a passion for environmental sustainability and a desire to contribute to the well-being of our community. I believe my skills and experience align with the board's mission and I am eager to contribute my expertise to help the board achieve its objectives.

## List your education background and area of study:

---

I hold a Bachelor of Science in Management Information Systems from Barry University and a Graduate Certificate in Geographic Information Systems (GIS) from Florida International University. I am a certified Master Gardener Volunteer and have recently completed the NatureScape Habitat Steward Training.

Describe your involvement in the Sunrise community:

### Sunrise Organization

---

Winding Lake One

Mrs Michelle Evins

**Number of Years**

---

9

**Office(s) Held/Responsibilities**

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As President of the Winding Lakes at Welleby Condominium Association, my responsibilities encompassed a wide range of duties. I presided over board meetings, setting agendas and ensuring adherence to the governing documents. This included, at times, developing and implementing new rules to enhance resident safety and well-being within the community. I oversaw property maintenance, budget allocation, and enforced community rules. I actively engaged with vendors to ensure work was completed according to board specifications and resident expectations. I addressed resident concerns promptly and professionally. I conducted interviews with prospective residents to ensure their compatibility with the community. Finally, I consulted with legal counsel to address potential legal issues and mitigate potential litigation risks.

**Sunrise Organization**

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**Number of Years**

---

**Office(s) Help/Responsibilities**

---

**Are you a resident of the City of Sunrise?**

---

Yes  No

**Are you a resident of Broward County?**

---

Yes  No

**Are you a citizen?**

---

Yes  No

Appointment to this board will require your attendance at regularly scheduled meetings that may occur in the evening.

**How many hours per month are you willing to commit as a volunteer?**

---

12

If you are not appointed to a board at this time . . . .

**Would you like to be considered for appointment to a board if a vacancy occurs?**

---

Yes  No



## ACKNOWLEDGEMENT:

---

I acknowledge that in accordance with Sunrise City Code Section 2-76(f), all applicants for or voting members of city boards shall be subject to a comprehensive background check to ensure they have 1) Not violated any standard of conduct or code of ethics established by law for public officials; 2) Not violated any standard of conduct or code of ethics established by law for any profession regulated by the State of Florida or any other state; 3) No criminal charges pending; 4) Not had a misdemeanor conviction in the ten-year period prior to the date of the proposed appointment; and 5) Not ever been convicted of a felony or a crime of moral turpitude. I shall sign all paperwork necessary to enable the city to perform said background check. I understand that if I am charged with a crime while I am a sitting member of a city board, agency, authority, committee or commission, that I am automatically removed from my position (Section 2-76, City Code). By executing this application, I hereby waive any rights I may have under Florida Statutes section 112.501, entitled "Municipal board members; suspension; removal." I acknowledge receipt of the separate documents entitled **DISCLOSURE REGARDING BACKGROUND INVESTIGATION** and **A SUMMARY OF YOUR RIGHTS UNDER THE FAIR CREDIT REPORTING ACT** and that I have read and understand both of those documents. I understand that in accordance with the Florida Public Records Law, information on my application may be made public unless an exemption exists. I understand that all appointments are for voluntary, uncompensated service. If appointed, I agree to faithfully and fully perform the duties of my office, make every endeavor to serve my full term, and comply with all laws and ordinances of the City, County, and State of Florida, particularly those pertaining to the conduct of public officials and the financial disclosure requirements. I have received a copy of the City of Sunrise Code of Ethics (Chapter 10, Article II, City Code). Consistent with Florida Statutes pertaining to public records, please note that your social security number will not be released. Social Security Number Collection Disclosure Statement: Please be advised that pursuant to Section 119.071(5)(a)2.a., Florida Statutes, the City of Sunrise ("City") discloses that the City requests your social security number for the purpose of payroll eligibility verification, processing employment benefits, income reporting, tax reporting, background checks on employee applicants, advisory board applicants, or other City program volunteers. Social security numbers are also used as a unique numeric identifier and may be used for search purposes.

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I Agree

Question applies to multiple boards

Please complete an application for a comprehensive background check by going to the

[Existing Board Member](#)

[New Board Member Applicant](#)

# 2025 Sustainability Advisory Board

**Meeting Information:** 2nd Wednesday of the month at 6:00 p.m.  
 Flamingo Park Meeting Room  
 12855 NW 8th Street  
 Sunrise, FL 333

**Board Liaison:** Carrie Kashar - Sustainability Officer - 954-888-6043  
**Board Secretary:** Donna Moore - 954-888-6023  
 9 - Member Board and 1 ex-officio HS Member

NAME:	ADDRESS:	TELEPHONE:	EMAIL ADDRESS:	DISCIPLINE:
Marcus Austin	11940 NW 30 Place Sunrise, FL 33323	954-445-0695	<a href="mailto:marcusaustin.47ma@gmail.com">marcusaustin.47ma@gmail.com</a>	Developer
Natasha Inniss	9311 NW 25 Ct Sunrise, FL 33322	305-213-9475	<a href="mailto:garnetcobalt@gmail.com">garnetcobalt@gmail.com</a>	Resident at Large
Bradette Jepsen	9847 NW 26 Street Sunrise, FL 33322	954-980-9086	<a href="mailto:bradettejepsen@gmail.com">bradettejepsen@gmail.com</a>	Environmentalist or Pro-Environmental Advocate
Laila Kitchen	11000 NW 28 Street Sunrise, FL 33322	954-572-8211 (H) 954-993-7737 (c)	<a href="mailto:lailanorway@hotmail.com">lailanorway@hotmail.com</a>	Engineer
N Skye McCloud	3887 NW 122 Terrace, Apt. 216 Sunrise, FL 33323	954-529-5651	<a href="mailto:nskymccloud@gmail.com">nskymccloud@gmail.com</a>	Environmentalist or Pro-Environmental Advocate
Arun Raghubir	3005 NW 73 Avenue Sunrise, FL 33313	561-564-7783	<a href="mailto:arunragbir@gmail.com">arunragbir@gmail.com</a>	Sustainable Products or Service Industry
Lawrence Szeliga	2395 NW 81 Avenue Sunrise, FL 33322	954-400-8365	<a href="mailto:tibbs.4358@gmail.com">tibbs.4358@gmail.com</a>	Arborist
Derric Tay	2681 N. Flamingo Road, #2204-S Sunrise, FL 33323	617-388-1498	<a href="mailto:derric.tay@outlook.com">derric.tay@outlook.com</a>	Environmentalist or Pro-Environmental Advocate
Marley Brooks	HS Student	HS Student	<a href="#">HS Student</a>	HS Student
VACANT				

\*Chairperson

\*\*Vice Chair



## AGENDA ITEM REQUEST

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**Originating Department:** Finance and Administrative Services

**Item Title:** Amendment

**Item Number:** 12A

**Meeting Date:** 2/11/2025

**City Reference Number (C#):** C25008

---

**Item Description:**

Commission discussion and/or action re: Second Reading of an Ordinance of the City of Sunrise, Florida, amending Fiscal Year 2024/2025 Budget Ordinance No. 709; amending the Police Confiscation - Treasury Fund (194), the Sanitation Fund (430), and the Recycling Fund (435) providing for conflict; providing for severability; and providing an effective date. City Manager Mark Lubelski. Susan Nabors, Director of Finance and Administrative Services. (First Reading, CCM 1/28/2025 Passed 5-0).

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**Funding:**

See Attachment

**Amount:**

See Attachment

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**ATTACHMENTS:**

ATY Ordinance - C25008  
Exhibit A  
A - Attorney's Opinion  
Legal Ad

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**Background:**

This item amends the FY 2024/2025 Budget as follows:

**Police Confiscation - Treasury Fund 194**

A: This item recognizes the appropriation of fund balance in the amount of \$32,500 and transfers funding to the appropriate account to support the upgrade of the indoor small arms range ventilation system and the necessary components.

**Sanitation Fund 430**

B: This item recognizes a reduction of appropriation in the amount of \$195,950 in the Sanitation Fund in order to appropriate those funds in the Recycling Fund in support of the City's recycling program.

**Recycling Fund 435**

C: This item recognizes an increase of appropriation in the amount of \$195,950 and appropriates an additional \$1,232,480 for the costs to continue separated recycling collection and hauling and the cost of processing of recyclable materials.

---

**Department Head Recommendation:**

Approval

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**Person With Additional Information:**

Name: Kareyann Ashworth

Phone: 954-746-3220

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**Department Head Name and Title:**

Susan Nabors, Director of Finance and Administrative Services

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**City Manager:**

Authorized for agenda placement

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**SUNRISE, FLORIDA**

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE OF THE CITY OF SUNRISE, FLORIDA, AMENDING FISCAL YEAR 2024/2025 BUDGET ORDINANCE NO. 709; AMENDING THE POLICE CONFISCATION – TREASURY FUND (194), THE SANITATION FUND (430) AND THE RECYCLING FUND (435); PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**

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

Section 1. Fiscal Year 2024/2025 Budget Ordinance No. 709 is hereby amended to revise the Police Confiscation – Treasury Fund (194), the Sanitation Fund (430) and the Recycling Fund (435) as more particularly set forth in the revised budget sheets which are attached to and made a part of this Ordinance as Exhibit A.

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

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

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

PASSED AND ADOPTED upon this first reading this 28TH DAY OF JANUARY, 2025.

PASSED AND ADOPTED upon this second reading this \_\_\_\_\_ DAY OF \_\_\_\_\_, 2025.

\_\_\_\_\_  
Mayor Michael J. Ryan

Authentication:

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Felicia M. Bravo  
City Clerk

FIRST READING

MOTION: SCUOTTO  
SECOND: KERCH

CLARKE: YEA  
GUZMAN: YEA  
KERCH: YEA  
SCUOTTO: YEA  
RYAN: YEA

Approved by the City Attorney  
as to Form and Legal Sufficiency

SECOND READING

MOTION: \_\_\_\_\_  
SECOND: \_\_\_\_\_

CLARKE: \_\_\_\_\_  
GUZMAN: \_\_\_\_\_  
KERCH: \_\_\_\_\_  
SCUOTTO: \_\_\_\_\_  
RYAN: \_\_\_\_\_

---

Thomas P. Moss

**BUDGET AMENDMENT  
POLICE CONFISCATION-TREASURY  
FUND 194**

ACCOUNT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET
<b><u>REVENUES</u></b>						
A 00.00.389.389900	FROM FUND BALANCE	316,550	316,550	32,500	0	349,050
	<b>TOTAL FUND REVENUES</b>	<b>316,550</b>	<b>365,310</b>	<b>32,500</b>	<b>0</b>	<b>397,810</b>
<b><u>EXPENDITURES</u></b>						
A 21.14.521.503420	MISC CONTRACT SERVICES	12,650	12,650	32,500	0	45,150
	<b>TOTAL FUND EXPENDITURES</b>	<b>316,550</b>	<b>365,310</b>	<b>32,500</b>	<b>0</b>	<b>397,810</b>



**BUDGET AMENDMENT  
SANITATION  
FUND 430**

ACCOUNT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET
<b>REVENUES</b>						
B 00.00.343.343401	SANITATION FEES	13,000,000	13,000,000	0	128,670	12,871,330
B 00.00.361.361100	INTEREST EARNINGS	70,230	70,230	0	24,930	45,300
B 00.00.361.361105	INVESTMENT INCOME	58,950	58,950	0	22,350	36,600
B 00.00.389.389400	NON-OPER-OTHR GRNTS/DONATIONS	45,000	45,000	0	20,000	25,000
<b>TOTAL FUND REVENUES</b>		<b>18,209,560</b>	<b>18,209,560</b>	<b>0</b>	<b>195,950</b>	<b>18,013,610</b>
<b>EXPENDITURES</b>						
B 44.21.534.503111	LEGAL SERVICES	16,000	16,000	0	6,000	10,000
B 44.21.534.503401	BANKING SERVICES	250	250	0	70	180
B 44.21.534.503420	MISC CONTRACT SERVICES	226,520	226,520	0	94,500	132,020
B 44.21.534.503448	DISPOSAL COSTS	6,602,680	6,602,680	0	75,000	6,527,680
B 44.21.534.504953	PUBLIC EDUCATION	45,000	45,000	0	20,000	25,000
B 44.21.534.504999	BAD DEBT EXPENSE	10,380	10,380	0	380	10,000
<b>TOTAL FUND EXPENDITURES</b>		<b>18,209,560</b>	<b>18,209,560</b>	<b>0</b>	<b>195,950</b>	<b>18,013,610</b>

**BUDGET AMENDMENT  
RECYCLING  
FUND 435**

ACCOUNT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET
<b>REVENUES</b>						
C 00.00.343.343700	RECYCLING FEES	345,490	345,490	1,361,150	0	1,706,640
C 00.00.361.361100	INTEREST EARNINGS	8,310	8,310	24,930	0	33,240
C 00.00.361.361105	INVESTMENT INCOME	7,460	7,460	22,350	0	29,810
C 00.00.389.389400	NON-OPER-OTHR GRNTS/DONATIONS	0	0	20,000	0	20,000
<b>TOTAL FUND REVENUES</b>		<b>361,260</b>	<b>361,260</b>	<b>1,428,430</b>	<b>0</b>	<b>1,789,690</b>
<b>EXPENDITURES</b>						
C 45.21.534.503111	LEGAL SERVICES	0	0	6,000	0	6,000
C 45.21.534.503401	BANKING SERVICES	30	30	70	0	100
C 45.21.534.503420	MISC CONTRACT SERVICES	31,500	33,750	94,500	0	128,250
C 45.21.534.503444	RECYCLING CHARGES	220,500	220,500	1,307,480	0	1,527,980
C 45.21.534.505260	MISC RECYCLING PROJECTS	0	0	20,000	0	20,000
C 45.21.534.504999	BAD DEBT EXPENSE	130	130	380	0	510
<b>TOTAL FUND EXPENDITURES</b>		<b>361,260</b>	<b>361,260</b>	<b>1,428,430</b>	<b>0</b>	<b>1,789,690</b>



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# Memorandum

**To:** Chief Daniel J. Ransone

**From:** Robert Ruiz, Assistant City Attorney *Robert Ruiz*

**Through:** Thomas P. Moss, City Attorney *TPM*

**Date:** December 13, 2024

**Re:** Expenditure of Forfeiture Funds - Indoor Small Arms Range Ventilation System Direct Digital Control (DDC) Panel

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This Memorandum is in response to your request for an opinion on the possible expenditure of forfeiture funds. My opinion is based on the following: the information supplied in emails exchanged between November 20, 2024, and November 27, 2024; a review of the Guide to Equitable Sharing for State, Local and Tribal Law Enforcement Agencies (2024) ("Guide"); a review of the relevant Florida Statutes; and a review of the Executive Orders, Presidential Memoranda, National Security Presidential Memoranda and Presidential Notices signed by President Biden through the date of this letter. Please read carefully below to ensure that I have properly summarized the facts and answered the question posed. Please notify me immediately if you have additional relevant facts or questions.

## Facts

The Sunrise Police Department (Department) is planning on upgrading the indoor small arms range ventilation system DDC panel to replace the original control system that is currently in use and has reached or is approaching the end of its operational life. The cost to purchase and install the DDC panel and its necessary components is approximately \$32,308.00. The DDC panel will replace and improve the current control system, which consists of outdated technology, components, and parts. The cost of the new DDC panel is not currently budgeted and is not a regularly budgeted, recurring expense. The Department is seeking an opinion letter with guidance and interpretation

as to whether the cost of the replacement and installation of the DDC panel is a permissible use of forfeiture funds.

**Question**

Is there a legal impediment to the expenditure of either federal forfeiture funds or state Law Enforcement Trust Fund (LETF) proceeds for the above described expenditure?

**Answer and Analysis**

There is no legal impediment to the use of Treasury shared funds to purchase and install the DDC panel and its necessary components, however, there are legal impediments to use of Justice shared funds and state LETF proceeds. It is my opinion the proposed expenditure is permissible as the Department is limiting the expense to solely the cost of the replacement and installation of the new DDC panel. Any recurring cost would be a regularly budgeted expense. The analysis of whether an expenditure is a permissible use of forfeiture funds involves consideration of two factors: (a) whether a purchase is a permissible agency expenditure, and (b) whether the funds are being used to supplant the agency's appropriated resources. Each of these factors is addressed below.

A. Permissible Use

The Guide sets forth the permissible uses of federal forfeiture funds. As set forth in section V.B.1.c. of the Guide, Treasury shared funds may be used to pay costs associated with the construction, expansion, or improvement of law enforcement facilities, including new HVAC equipment. The new DDC panel will be used by the Department to control the indoor small arms range's HVAC system to ensure safe operation by reducing exposure to lead and other contaminants and allow for controls integration and more efficient remote technical support by the sole installer and designer of the specialty range ventilation system.

However, Justice shared funds may not be used to pay costs associated with the construction, expansion, or improvement of law enforcement facilities, regardless of the size and scope of the project. As a result, no Justice shared funds can be used to pay for the purchase and/or installation of the new DDC panel or its necessary components.

Section 932.7055, Florida Statutes, provides the permissible uses of state LETF money. Pursuant to section 932.7055(5)(a), LETF proceeds:

“shall be used for school resource officer, crime prevention, safe neighborhood, drug abuse education and prevention programs, or for other law enforcement purposes, which include defraying the cost of protracted or complex law enforcement investigations, providing additional equipment or expertise, purchasing automated external defibrillators for use in law

enforcement vehicles, and providing matching funds to obtain federal grants.”

As described above, the new DDC panel will be used by the Department to control the range’s HVAC system to ensure safe operation by reducing exposure to contaminants and allow for controls integration and more efficient remote technical support, which does not appear to be one of the approved “other law enforcement purposes” listed in 932.7055(5)(a). Therefore, no state LETF funds can be used to pay for the purchase and/or installation of the new DDC panel or its necessary components.

**B. Supplantation**

Section V.A.1 of the Guide specifies that agencies cannot use forfeiture funds to replace or “supplant” money that should come out of budgeted funds. Rather, forfeiture funds should increase or supplement the resources of the Department to purchase items not regularly purchased. Based on the facts provided, it appears that the proposed expenditure is not for technology or equipment that is regularly purchased and budgeted as a recurring, annual expense. Rather, the Department has a need for a new DDC panel that will be used to increase or supplement the existing resources of the Department. This proposed expenditure would not occur but for the need to upgrade the new panel, and thus improve the small arms range facility. Therefore, the expenditure is increasing the Department’s budget and is not supplanting other money previously budgeted in the Department’s budget. As such, this expenditure does not violate the federal rule pertaining to supplanting.

Section 932.7055(5)(a), Florida Statutes, provides that forfeiture “proceeds and interest may not be used to meet normal operating expenses of the law enforcement agency.” This is a similar restriction to the federal law discussed above. Therefore, applying the analysis above, the proposed expenditure does not violate Florida law as it is not being used to meet the Department’s normal operating expenses.

**Based on the facts and legal analysis set forth above, it is my opinion that the proposed expenditure for the new DDC panel and its necessary components is a permissible expenditure of Treasury shared funds, but not Justice shared funds or state LETF proceeds.**

All forfeiture expenditures require the Chief’s certification. For the reasons stated above it is my opinion that you can certify the use Treasury shared funds for this expenditure. If you need further information or wish to discuss this matter further please let me know.

SUN-SENTINEL

**Sold To:**

City Of Sunrise City Commission office - CU00113661  
10770 West Oakland Park Blvd. 4th Floor, 4th Floor  
Sunrise,FL 33351-6899

**Bill To:**

City Of Sunrise City Commission office - CU00113661  
10770 West Oakland Park Blvd. 4th Floor, 4th Floor  
Sunrise,FL 33351-6899

**Published Daily**

**Fort Lauderdale, Broward County, Florida**  
**Boca Raton, Palm Beach County, Florida**  
**Miami, Miami-Dade County, Florida**

**State Of Florida**  
**County Of Orange**

Before the undersigned authority personally appeared  
Rose Williams, who on oath says that he or she is a duly authorized representative of the SUN- SENTINEL,  
a DAILY newspaper published in BROWARD/PALM BEACH/MIAMI-DADE County, Florida; that the  
attached copy of advertisement, being a Legal Notice in:

The matter of 11720-Notice of Public Meeting ,  
Was published in said newspaper by print in the issues of, and by publication on the  
newspaper’s website, if authorized on Feb 01, 2025  
SSC\_Notice of Public Meeting  
Affiant further says that the newspaper complies with all legal requirements for  
publication in Chapter 50, Florida Statutes.

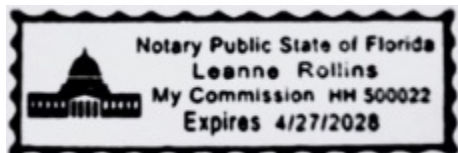


Signature of Affiant

Sworn to and subscribed before me this: February 02, 2025.



Signature of Notary Public



Name of Notary, Typed, Printed, or Stamped  
Personally Known (X) or Produced Identification ( )

**Affidavit Delivery Method:** E-Mail  
**Affidavit Email Address:** LLawrence@sunrisefl.gov  
7760397

**NOTICE OF PUBLIC HEARING**

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

February 11, 2025 at 5:00 p.m. in Sunrise City Hall, Commission Chambers located at 10770 West Oakland Park Boulevard, Sunrise, Florida, 33351.

This item will be on file in the Office of the City Clerk located at 10770 West Oakland Park Boulevard, Sunrise, Florida, 33351 and may be reviewed Monday through Friday, 9:00 a.m. to 5:00 p.m.

The City of Sunrise City Commission Meeting on February 11, 2025 at 5:00pm will be hosted in both an in-person format (Sunrise City Hall, 10770 West Oakland Park Boulevard, Sunrise, Florida, 33351) and a virtual format. The public is encouraged to attend and participate by telephone. Telephone call in number: 954-395-2401 Access Code: 368262 Attendees can press 5\* on their phone keypad to make a comment during public hearings or during open discussion. Attendees will be called upon to speak, one at a time, by the meeting organizer. For technical difficulties please call 954-578-4792. Contact the City Manager's Office for additional information via mail to City Manager's Office, 10770 West Oakland Park Boulevard, Sunrise, FL 33351, via email to [CityManager@sunrisefl.gov](mailto:CityManager@sunrisefl.gov) or via phone 954-746-3430.

C25008

AN ORDINANCE OF THE CITY OF SUNRISE, FLORIDA, APPROVING A "FOURTH AMENDMENT TO THE EXCLUSIVE FRANCHISE AGREEMENT BETWEEN THE CITY OF SUNRISE AND REPUBLIC SERVICES FOR THE COLLECTION OF SOLID WASTE AND RECYCLABLE MATERIALS"; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

The public may attend and participate in the above meeting by telephone by using Vast Conference Calling as early as fifteen (15) minutes before the start time utilizing the details below:

Call in number: 954-395-2401

Access Code: 368262

Attendees can press 5\* on their phone keypad to sign up to make a comment during public hearings or during open discussion. Attendees will be called upon to speak, one at a time, by the meeting organizer.

For technical difficulties please call 954-578-4792

The meeting documents are available on our Commission Agendas webpage at <https://www.sunrisefl.gov/departments-services/city-commission/commission-agendas>

## SUN-SENTINEL

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

The City does not tolerate discrimination in any of its programs, services or activities, and will not exclude participation in, deny the benefits of, or subject to discrimination anyone on the grounds of real or perceived race, color, national origin, sex, gender identity, sexual orientation, age, disability/handicap, religion, family or income status.

In compliance with the ADA and F.S.S. 286.26, any individual with a disability requesting a reasonable accommodation in order to participate in a public meeting should contact the City's ADA Coordinator at least 2 hours in advance of the scheduled emergency meeting, or as soon as you receive this notice. Requests can be directed via e-mail to [hr@sunrisefl.gov](mailto:hr@sunrisefl.gov) or via telephone to (954) 838-4522; Florida Relay: 711; Florida Relay (TYY/VCO): 1-800-955-8771; Florida Relay (Voice): 1-800-955-8770. Every reasonable effort will be made to allow for meeting participation.

Any person can submit written comments or evidence or other physical evidence which he or she intends to offer into evidence during the City Commission Meeting via email [CityManager@sunrisefl.gov](mailto:CityManager@sunrisefl.gov), or to the City Manager's Office, 10770 West Oakland Park Boulevard, Sunrise, FL 33351. The City of Sunrise will be conducting the February 11, 2025 City Commission Meeting via Vast Conference Calling call in number: 954-395-2401 Access Code: 368262.  
2/1/2025 7760397

Order # - 7760397





## AGENDA ITEM REQUEST

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**Originating Department:** City Manager

**Item Title:** Agreement

**Item Number:** 16A

**Meeting Date:** 2/11/2025

**City Reference Number (C#):** C24357

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**Item Description:**

A Resolution of the City of Sunrise, Florida, approving an "Agreement for Pine Island Park Loan Commitment" between the City of Sunrise and Pine Island Park LLC.; providing for a public purpose; and providing an effective date. City Manager Mark Lubelski. Danielle Lima, Economic Development Director. (Tabled on CCM 1/14/25, Passed 5-0).

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**Funding:**

001.49.60.519.504949 - Other Miscellaneous Charges

**Amount:**

\$640,000.00

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**ATTACHMENTS:**

ATY Resolution - C24357

**Background:**

Centennial Management Corp plans to develop an attainable housing community totaling 120 units known as the Pine Island Park, located on NW 44th Street, generally located 1,450 ft west of Pine Island Road. The 120 residential units are proposed to be restricted and affordable to very-low, low-income, and moderate-income families, between 30% and 80% area median income, as defined by Florida Housing.

The developer already purchased the property and has achieved primary funding for the project through Florida Housing Finance Corporation's 4% LIHTC program. Additionally, the developer has received gap funding from Broward County for the project. The developer has demonstrated that there is still a gap in the financing for the proposed project to proceed. The developer has approached the City of Sunrise and is requesting a low interest loan in the amount of \$640,000.00 to assist with the gap. This loan commitment agreement from the City is consistent with the previous loan commitment for the Vista at Springtree Project that was approved by City Commission on June 25, 2024.

In order to promote attainable housing in the City, through the development of Pine Island Park, financial assistance is needed from the City to the developer in the form of the 10-year, low-interest, \$640,000.00 loan to assist the developer with the existing financial gap. The City desires to continue to support public and private sector efforts to provide affordable housing for, very-low, low- and moderate-income groups, and staff recommends the City Commission authorize the Mayor to execute the attached Agreement for Pine Island Park Loan Commitment.

This Loan Commitment is made upon the following terms and conditions:

Term: Ten (10) years.

Interest Rate: Simple interest of one percent (1%) per annum.

Amortization: Fully amortizing over the Term. All payments to the City will be prior to any payment of deferred developer fee and will be in the amount of 75% of distributable cash flow, which any unpaid portion accruing and payable at the time of the next distribution of cash flow.

Source: The City Loan will be made from the general funds of the City appropriated for this purpose, or other funds not the proceeds of a tax-exempt offering.

Payment: All principal will be due upon the earlier of (i) the sale, assignment, or other transfer of Borrower's interest in the Property; (ii) the refinancing of the permanent loan on the Property following conversion to permanent loan, or (iii) maturity, unless the City Loan is forgiven, in the sole discretion of the City.

Conditions: In addition to all other conditions set forth in this Agreement, the City Loan is

conditioned upon contemporaneous closing of all other public and private funding required by the Developer's Budget ("Closing"), as well as Borrower obtaining all necessary and required governmental approvals to commence and complete construction of the New Housing on the Property.

Documentation/Security: A full repayment guaranty will be provided by Borrower. The City Loan will be evidenced by a promissory note and other conventional loan documentation and will be secured by a subordinate mortgage on the long-term leasehold interest in the Property by the Borrower, which mortgage will be subordinate to private or Florida Housing mortgages associated with the financing of the New Housing. All of such loan documentation, as further described in Section 4, shall be in form and substance acceptable to the both Parties.

Disbursement: The City will disburse City Loan funds upon financial closing (that is, closing of the construction loan for the Property).

To the extent there are any restrictions placed on the Property by Florida Housing with respect to the affordability of the New Housing, the City Loan documents shall include language providing for the City to have the right to enforce such restrictions.

Not a General Obligation. Neither this Agreement, nor the obligations imposed upon the City hereunder shall be or constitute an indebtedness or general obligation of the City or other Governmental Authority within the meaning of any constitutional statutory or charter provisions requiring the City or other Governmental Authority to levy ad valorem taxes nor a lien upon any properties or funds of the City or other Governmental Authority. Borrower agrees that the obligation of the City to make the City Loan to Borrower pursuant to this Agreement shall be subordinate to the obligations of the City to pay debt service on any bonds or notes issued by the City as contemplated by the City's approved annual budget, up to the principal amount of the such bonds or notes. Nothing contained herein shall be deemed construed or applied to cause any Governmental Authority, specifically including the City, to waive its right to exercise its governmental power and authority or to consider any request causing the exercise of its governmental powers in any manner other than that which is customary for the exercise of such governmental powers.

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**Department Head Recommendation:**

Approval

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**Person With Additional Information:**

Name: Danielle Lima, Economic Development  
Director

Phone: 954-746-3432

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**Department Head Name and Title:**

Mark Lubelski, City Manager

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**City Manager:**

Authorized for agenda placement

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**SUNRISE, FLORIDA**

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY OF SUNRISE, FLORIDA, APPROVING AN “AGREEMENT FOR PINE ISLAND PARK LOAN COMMITMENT” BETWEEN THE CITY OF SUNRISE AND PINE ISLAND PARK LLC; PROVIDING FOR A PUBLIC PURPOSE; AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, Pine Island Park LLC (Borrower) plans to develop an attainable housing community totaling one-hundred twenty (120) units to be known as “Pine Island Park” and generally located on NW 44<sup>th</sup> Street, west of Pine Island Road, in Sunrise, Florida (Project); and

WHEREAS, the Borrower will restrict the one-hundred twenty (120) units to extremely-low and low-income persons or families earning between thirty (30) percent and seventy (70) percent of the area median income; and

WHEREAS, the City of Sunrise has received affordable housing contributions from developers’ building market rate projects specifically earmarked for funding affordable housing projects within the City, and the City wishes to use these funds towards the City’s loan commitment to support construction of attainable housing within the City; and

WHEREAS, the Borrower has already received a 4% Low-Income Housing Tax Credit (LIHTC) award from the Florida Housing Finance Corporation by satisfying the Local Government Areas of Opportunity Funding (LGAOF) goal, and has received Gap Funding from Broward County for the Project; and

WHEREAS, in order to promote attainable housing in the City through the development of new housing, the City wishes to provide financial assistance to Borrower in the form of a six hundred forty-thousand dollar (\$640,000) ten (10) year loan to assist Borrower with the gap funding; and

WHEREAS, Borrower has agreed to construct the attainable housing project in substantial conformance with a conceptual site plan and rendering, including the number of residences and unit mix for the new housing, a copy of which is attached to the agreement and accompanying Agenda Item Request; and

WHEREAS, in accordance with the City of Sunrise’s Comprehensive Plan, the City wishes to continue to support public and private sector efforts to provide affordable housing for very low, low and moderate-income groups; and

WHEREAS, an agreement for the loan commitment between the City and the Borrower is necessary to set forth each party's respective obligations.

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

Section 1. Findings of Public Purpose. The City Commission hereby finds and declares that:

(a) The foregoing recitals are true and correct are hereby incorporated as the legislative intent of this Resolution.

(b) The Project will result in an increase in affordable housing within the City, and increased housing strengthens residential property values.

(c) The Project will generate direct revenue to the City from public service taxes for water, gas, electric and telephone; and

(d) The provision of increased affordable housing development in the City preserves and provides for the public health, safety and welfare of the residents of the City; and

(e) The City's financial support to Borrower is appropriate consideration for Borrower's development within the City and the amount of such support is fully justified to make the Project economically competitive and financially feasible based on the extent of the public benefits to be derived from the Project; and

(f) The authorizations provided by this Resolution are for a public purpose, which exceeds the benefit conferred on the Borrower.

Section 2. An "Agreement for Pine Island Park Loan Commitment" (Agreement) between the City of Sunrise and Pine Island Park LLC is hereby approved. A copy of the Agreement is attached hereto and made a part of this Resolution as Exhibit A.

Section 3. The Mayor is hereby authorized to execute the Agreement.

Section 4. City Staff are authorized to take all actions necessary to effectuate the aims of this Resolution.

Section 5. The City's commitment to Borrower will be expended from the City's Non-Departmental Other Miscellaneous Charges Account.

Section 6. Effective Date. This Resolution shall be effective immediately upon its passage.

PASSED AND ADOPTED this \_\_\_\_\_ DAY of \_\_\_\_\_, 2025.

\_\_\_\_\_  
Mayor Michael J. Ryan

Authentication:

\_\_\_\_\_  
Felicia M. Bravo  
City Clerk

MOTION: \_\_\_\_\_  
SECOND: \_\_\_\_\_

CLARKE: \_\_\_\_\_  
GUZMAN: \_\_\_\_\_  
KERCH: \_\_\_\_\_  
SCUOTTO: \_\_\_\_\_  
RYAN: \_\_\_\_\_

Approved by the City Attorney  
as to Form and Legal Sufficiency

\_\_\_\_\_  
Thomas P. Moss

## AGREEMENT FOR PINE ISLAND PARK LOAN COMMITMENT

This Agreement For Pine Island Park Loan Commitment ("**Agreement**") is made as of this \_\_\_\_ day of \_\_\_\_\_, 2025 by and between the CITY OF SUNRISE, a Florida municipal corporation (hereinafter, the "**City**"), and Pine Island Park LLC, a Florida limited liability company (hereinafter, "**Borrower**") (collectively, the "**Parties**").

**WHEREAS**, the Borrower plans to develop and construct an attainable housing community totaling 120 units known as "Pine Island Park" ("**New Housing**"), to be generally located at 1,450 feet west of Pine Island Road on the south side of NW 44 Street, with folio number 494120610010, within the City of Sunrise, Florida ("**Property**"); and

**WHEREAS**, Borrower expects to establish entitlement to federal Low-Income Housing Tax Credits ("**LIHTC**") and to syndicate an approximately 99.00% limited partnership interest to an investor who will contribute substantial equity and benefit from the LIHTC, and the general partner of Borrower is an experienced LIHTC developer; and

**WHEREAS**, the successful development of Pine Island Park requires substantial assistance from the Florida Housing Finance Corporation ("**Florida Housing**"), including 4% Low-Income Housing Tax Credits (LIHTC), a State Apartment Incentive Loan (SAIL), an Extremely Low Income (ELI) loan and a National Housing Trust Fund (NHTF) loan, all of which has been secured; and

**WHEREAS**, Pine Island Park has secured a partial gap funding loan from Broward County; and

**WHEREAS**, in accordance with the City's Comprehensive Plan, the City wishes to continue to support public and private sector efforts to provide affordable housing for, very low, low- and moderate income groups; and

**WHEREAS**, interest and operating expenses, including insurance in particular, have caused loan interest rates to increase and tax credit syndication rates have decreased, causing a significant funding gap; and

**WHEREAS**, in order to promote attainable housing in the City through new-construction housing development, the City wishes to provide financial assistance to Borrower for the New Housing in the form of a \$650,000 loan to assist Borrower in filling the funding gap; and

**WHEREAS**, Borrower has provided the City with a conceptual site plan, including the number of residences and unit mix for the New Housing. A copy of the conceptual site plan is attached hereto and incorporated herein as Exhibit "A".

**NOW THEREFORE**, in consideration of the mutual representations, terms and covenants hereinafter set forth, the sufficiency of which is hereby acknowledged, the City and Borrower hereby agree as follows:



1. Recitals. The above recitals are true and correct and incorporated herein by reference as if fully set out herein.
2. Effective Date and Term. This Agreement shall become effective upon approval by the City Commission (the "Effective Date"). The term of this Agreement shall expire at Closing, as hereafter defined, or December 31, 2026, whichever is later.
3. The Borrower has proposed to construct the New Housing in substantial conformance with the conceptual site plan and renderings, attached hereto as Exhibit "A"
4. City Loan Commitment. The City hereby commits to loan an amount not to exceed Six Hundred Forty Thousand and 00/100 Dollars (\$640,000.00) to Borrower in order to fund the construction and permanent financing of the New Housing on the Property (the "City Loan"), subject to satisfaction of the terms and conditions of this Agreement. This commitment is made upon the following terms and conditions:
  - a. Term: Ten (10) years.
  - b. Interest Rate: Simple interest of one percent (1%) per annum.
  - c. Amortization: Fully amortizing over the Term. All payments to the City will be prior to any payment of deferred developer fee and will be in the amount of 75% of distributable cash flow, which any unpaid portion accruing and payable at the time of the next distribution of cash flow.
  - d. Source: The City Loan will be made from the general funds of the City appropriated for this purpose, or other funds not the proceeds of a tax-exempt offering.
  - e. Payment: All principal will be due upon the earlier of (i) the sale, assignment, or other transfer of Borrower's interest in the Property; (ii) the refinancing of the permanent loan on the Property following conversion to permanent loan, or (iii) maturity, unless the City Loan is forgiven, in the sole discretion of the City.
  - f. Conditions: In addition to all other conditions set forth in this Agreement, the City Loan is conditioned upon contemporaneous closing of all other public and private funding required by the Developer's Budget ("Closing"), as well as Borrower obtaining all necessary and required governmental approvals to commence and complete construction of the New Housing on the Property.
  - g. Documentation/Security: A full repayment guaranty will be provided by Borrower. The City Loan will be evidenced by a promissory note and other conventional loan documentation and will be secured by a subordinate mortgage on the long-term leasehold interest in the Property by the Borrower, which mortgage will be subordinate to private or Florida Housing mortgages associated with the financing of the New Housing. All of such loan documentation, as further described in Section 4, shall be in form and substance acceptable to the both Parties.
  - h. Disbursement: The City will disburse City Loan funds upon financial closing (that is, closing of the construction loan for the Property).
  - i. To the extent there are any restrictions placed on the Property by Florida Housing with respect to the affordability of the New Housing, the City Loan documents shall include language providing for the City to have the right to enforce such restrictions.

- j. **Not a General Obligation.** Neither this Agreement, nor the obligations imposed upon the City hereunder shall be or constitute an indebtedness or general obligation of the City or other Governmental Authority within the meaning of any constitutional statutory or charter provisions requiring the City or other Governmental Authority to levy ad valorem taxes nor a lien upon any properties or funds of the City or other Governmental Authority. Borrower agrees that the obligation of the City to make the City Loan to Borrower pursuant to this Agreement shall be subordinate to the obligations of the City to pay debt service on any bonds or notes issued by the City as contemplated by the City's approved annual budget, up to the principal amount of the such bonds or notes. Nothing contained herein shall be deemed construed or applied to cause any Governmental Authority, specifically including the City, to waive its right to exercise its governmental power and authority or to consider any request causing the exercise of its governmental powers in any manner other than that which is customary for the exercise of such governmental powers.

5. **Loan Documents; Closing.** Within sixty (60) days of execution of this Commitment, Borrower will submit for City approval proposed forms of a note, mortgage, and loan agreement to document the City Loan. The City will respond with any comments within thirty (30) additional days, and the Parties will promptly negotiate a final set of loan documents for the City Loan, acceptable to both Parties. Borrower agrees and acknowledges that such loan documents will require approval of the City Commission by resolution. Borrower will obtain at its own expense a lender's policy of title insurance in favor of the City, and will pay all costs of Closing and recordation.
6. **Public Purpose.**
  - a. Prior to closing of the City Loan, Borrower shall provide an updated and final Budget showing that the City Loan together with all other public and private funding sources are sufficient to develop the New Housing, and shall demonstrate that the New Housing (and the Property) is subject to recorded covenants requiring that at least 120 units be restricted and affordable to extremely-low and low income families between 30% and 70% area median income, as defined by Florida Housing, for at least the term of the City Loan and any extended compliance period pursuant to Florida Housing requirements. There will be 33 one-bedroom units, 76 two-bedroom units and 11 three-bedroom units.
  - b. Borrower shall maintain all records relating to the use of the funding provided by the City pursuant to the City Loan in accordance with the Florida Public Records Law, Section 119.07, Florida Statutes, and the State of Florida Records Retention Schedule, as may be amended from time to time. The City shall have access to all books, records and documents of Borrower related to the City Loan for the New Housing and the Property during normal business hours and with reasonable notice.
7. **Representations of Borrower; Authority to Execute This Agreement.** Borrower is a Florida limited liability company in good standing, duly formed and validly existing, qualified to do business in Florida, with full power and authority to enter into this Agreement and covenant to fulfill the obligations as more specifically provided herein (and neither the authorization nor joinder of any third party is required); the execution of this Agreement by Borrower has been validly authorized;

as of the date of execution, this Agreement is a valid and binding obligation of Borrower, enforceable in accordance with its terms; the individuals signing this Agreement are authorized officers of Borrower and have full power and authority to sign this Agreement on behalf of Borrower and to cause Borrower to perform its obligations under this Agreement; and Borrower has no actual knowledge of any fact or circumstance that would prevent Borrower from performing in accordance with this Agreement.

8. Notices. All notices required under this Agreement shall be in writing and shall be personally delivered with a receipt; sent certified mail, return receipt requested; or emailed with confirmation to:

As to Borrower:

Pine Island Park LLC  
7735 NW 146 Street, Ste 306  
Miami Lakes, FL 33016  
Attention: Lewis Swezy  
Email: lswezy@centennialmgt.com

As to the City:

City of Sunrise  
City Manager's Office  
Attn: Mark S. Lubelski  
10770 W. Oakland Park Blvd.  
Sunrise, Florida 33351  
Email: citymanager@sunrisefl.gov

And

City of Sunrise  
City Attorney's Office  
Attn: Thomas P. Moss  
10770 W. Oakland Park Blvd.  
Sunrise, Florida 33351  
Email address: tmoss@sunrisefl.gov

These names and addresses can be modified at any time by written notice to the other party.

10. Delegation of Duty. Nothing contained herein shall be deemed a delegation of the constitutional or statutory duties of the City and its employees or officers.
11. Indemnification of City by Borrower. To the fullest extent permitted by law, Borrower agrees to indemnify, defend and hold harmless the City, its officers, agents, and employees from and against all claims, damages, losses, and expenses, including but not limited to attorneys' fees, trial and

appeal court costs, or other alternative dispute resolution costs arising out of the performance or furnishing of services under this Agreement, provided that any such claims, damages, losses or expenses are attributable to (1) misappropriation or unlawful use of City loaned funds, or (2) violation or default with Florida Housing Finance Corporation ("Florida Housing") financial assistance, including 4% Low-Income Housing Tax Credits (LIHTC), a State Apartment Incentive Loan (SAIL), an Extremely Low Income (ELI) loan and a National Housing Trust Fund (NHTF) loan, or (3) breach of Agreement duties caused in whole or in part by the negligent acts, errors, or omissions of the Borrower, Borrower's subcontractor(s), or anyone directly or indirectly employed or hired by Borrower or anyone for whose acts Borrower may be liable, REGARDLESS OF WHETHER OR NOT CAUSED IN PART BY THE CITY, ITS OFFICERS, AGENTS, OR EMPLOYEES. City reserves the right, but not the obligation, to participate in defense without relieving Borrower of any obligation hereunder. This paragraph shall continue indefinitely and survive the cancellation, termination, expiration, lapse or suspension of this Agreement.

12. Personal Liability. Notwithstanding any provision contained in this Agreement to the contrary, no personal liability or personal responsibility shall be asserted or enforceable against any of the Parties' respective officers, employees or agents.
13. Sovereign Immunity; Police Powers. Nothing herein shall constitute, or be construed as, a waiver of sovereign immunity by the City or as a waiver beyond the limits set forth in Florida Statute, Section 768.28, or of any defense available to the City as set forth in Section 768.28, Florida Statutes, or in any other provisions of Florida law, or in any other provision under applicable law. In addition, nothing herein shall constitute a waiver of the City's police powers, including any authority to consider any land use, zoning, or site plan approvals associated with the New Housing on the Property.
14. Remedies for Default. In the event of a default by Borrower under this Agreement, then the City shall have the right to institute from time to time an action or actions (i) to recover damages; or (ii) for specific performance, injunctive and/or other equitable relief. In the event of a default by the City under this Agreement, then Borrower, as its sole and exclusive remedy, shall have the right to institute from time to time an action or actions for specific performance, injunctive and/or other equitable relief. In no event shall Borrower be entitled to recover damages against the City.
15. Governing Law; Remedies Cumulative. This Agreement shall be construed under and be governed by the laws of the State of Florida, and must comply with the Charter and City Code of the City of Sunrise. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder. No single or partial exercise by any party of any right, power or remedy hereunder shall preclude any other or further exercise thereof.
16. Venue. The exclusive venue for any disputes arising out of or related to this Agreement and for any actions involving the enforcement or interpretation of this Agreement shall be in the State courts of the 17th Judicial Circuit in and for Broward County, Florida
17. Waiver of Jury Trial. **BY ENTERING INTO THIS AGREEMENT, THE CITY AND BORROWER WAIVE ANY RIGHT EITHER PARTY MAY HAVE TO A TRIAL BY JURY RELATED TO THIS AGREEMENT.**

18. No Third-Party Beneficiaries. This Agreement shall not be construed to confer rights or privileges or causes of action to any third party or any person or entity not a party to this Agreement.
19. Joint Preparation. The preparation of this Agreement has been a joint effort of the Parties, and the resulting document shall not, solely as a matter of judicial interpretation, be construed more severely against one of the Parties than the other.
20. No Partnership or Joint Venture. Nothing contained in this Agreement is intended or is to be construed in any manner or under any circumstances whatsoever as creating or establishing the relationship of co-partners, or creating or establishing the relationship of a joint venture between the Parties, or as constituting Borrower as the agent or representative of the City (or as constituting the City as the agent or representative of Borrower) for any purpose or in any manner whatsoever.
21. Severability. In the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid or is otherwise unenforceable, then such provision shall be deemed null and void and shall be severable, but shall not invalidate any other provision of this Agreement.
22. Attorneys' Fees. In the event either party to the Agreement institutes legal proceedings in connection with this Agreement, each party shall be responsible for its own attorneys' fees and costs.
23. Counterparts. This Agreement may be signed in counterparts, each one of which is considered an original, but all of which constitute one and the same instrument. This Agreement is effective only after execution and delivery by the parties.
24. Entirety of Agreement; Amendment. The Parties agree that this Agreement, together with any attached exhibits, sets forth the entire agreement between the Parties, and that there are not promises or understandings other than those stated herein. None of the provisions, terms, or obligations in the Agreement may be added to, modified, superseded, or otherwise altered, except by written instrument executed by the Parties hereto.

[SIGNATURE PAGES TO FOLLOW]

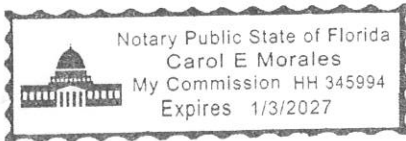
IN WITNESS WHEREOF, this Agreement has been executed by Borrower and the City on the day and year written above.

Pine Island Park LLC, a Florida limited partnership

By: \_\_\_\_\_  
Lewis Swezy, its Manager

STATE OF FLORIDA  
COUNTY OF Miami Dade

The foregoing instrument was acknowledged and subscribed before me by means of  physical presence or  online notarization this 9<sup>th</sup> day of January, 2024 by Lewis Swezy as Manager of Pine Island Park LLC, a Florida limited liability company, who is personally known to me or has produced \_\_\_\_\_ as identification.



Notary Public, State of Florida

My Commission Expires:  
(Seal/Stamp)

CITY OF SUNRISE, a Florida municipal corporation

By: \_\_\_\_\_

Mayor Michael J. Ryan

Date: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_

Felicia Bravo, City Clerk

APPROVED AS TO FORM

By: \_\_\_\_\_

Thomas P. Moss

City Attorney

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged and subscribed before me by means of \_\_\_ physical presence or \_\_\_ online notarization this \_\_\_\_\_ day of \_\_\_\_\_, 2025 by \_\_\_\_\_ as \_\_\_\_\_ of the City of Sunrise.

\_\_\_\_\_  
Notary Public, State of Florida

My Commission Expires:  
(Seal/Stamp)

Personally Known \_\_\_ OR Produced Identification \_\_\_ Type  
of Identification Produced:

# Exhibit A



**Site Plan**  
SCALE: 1"=30'-0"

**Colored Site Plan**  
SCALE: 1"=30'-0"

**MODIS** architects  
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 Miami, Florida 33155  
 MODIS Architects, LLC  
 t. 786.879.8882 f. 786.350.1515  
 e. MODIS@MODISarchitects.com

PROJECT# 23216  
 DRC SUBMITTAL

**Live Local Act-Pine Island Park**  
 Centennial Management Group  
 Residential Apartments  
 (New Construction)  
 NW 44th Street Sunrise, FL 33351

**SITE DETAILS**  
**COLORED SITE PLAN**  
 SCALE: 1"=30'-0"

SEAL	DATE
	2024-10-28
	DRAWING NO.
	<b>A0.02</b>

ROBERT K. MORSETTE, AIA, NCARB, LEED AP BD+C, COP  
 FLORIDA REGISTERED ARCHITECT # AR 93259





**PT-1 BM #2108-60 ABALONE**

**PT-2 BM #855 CLOUD COVER**

**PT-3 BM #CC-544 OVERCOAT**

**PT-4 BM #2107-50 SANDLOT GRAY**

**(1) LIMESTONE**

**(2) FLAT CEMENT ROOF TILE**

**(3) DECORATIVE ALUMINUM BRACKET**

**(4) IMPACT GLASS WINDOW**

**(5) STUCCO REVEAL LINES**  
LEVELS 1-3

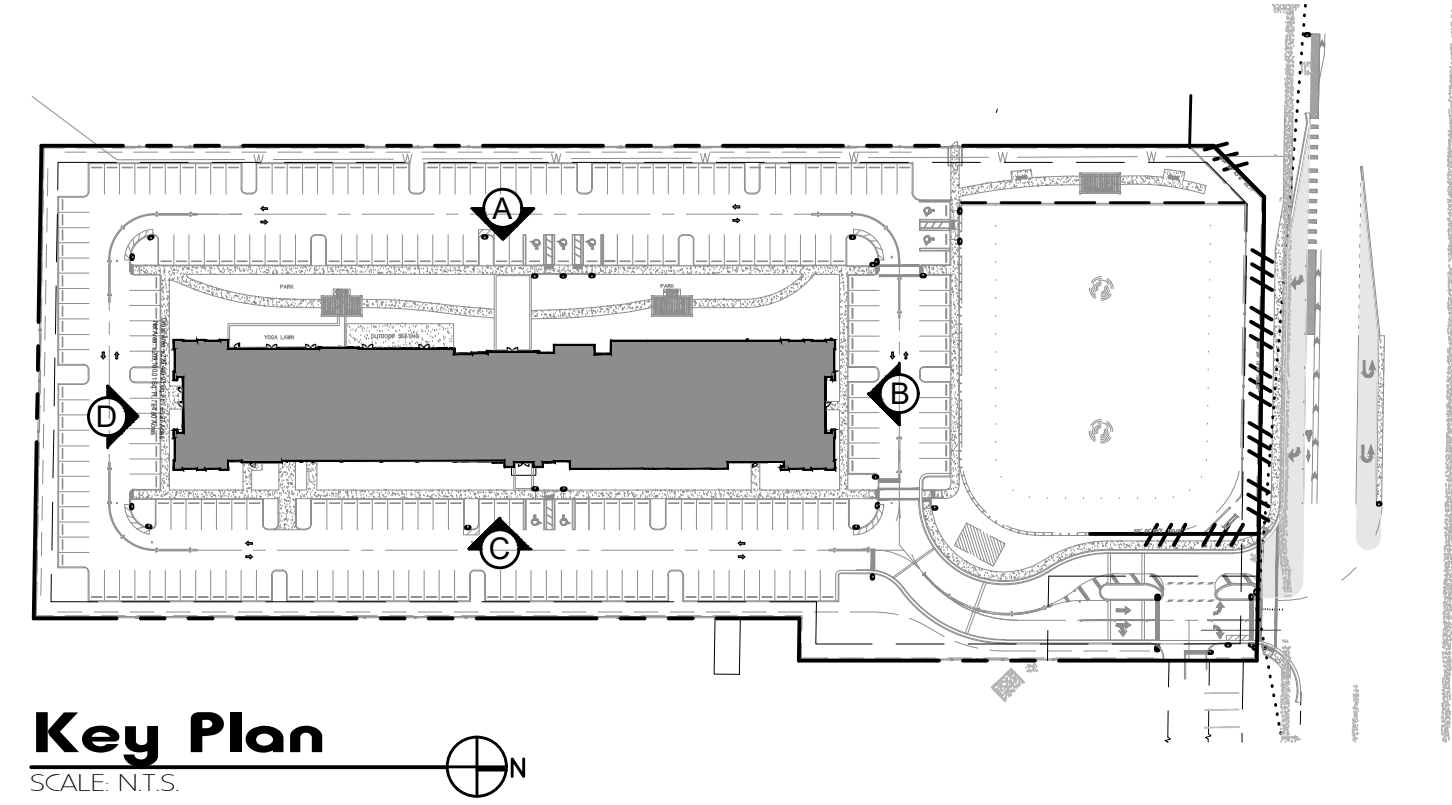
**(6) ALUMINUM PICKET RAILING**  
PAINT COLOR  
PT-2 BM#855



ACCENT PAINT CALCULATION—ALLOWED (10) PERCENT OF FACADE			
PT-3 BM#CC-544 OVERCOAT			
ELEVATION	TOTAL FACADE AREA	PROVIDED	
WEST ELEVATION	24,500 SF	10%-2,450 SF	9% 2,309 SF
NORTH ELEVATION	4,455 SF	10%-445 SF	3% 162 SF

**notes :**

WHERE ACCENT LIGHTING IS USED, THE MAXIMUM ILLUMINATION ON ANY VERTICAL SURFACE OR ANGULAR ROOF SURFACE SHALL NOT EXCEED 5.0 AVERAGE MAINTAINED FOOTCANDLES. BUILDING FACADE AND ACCENT LIGHTING WILL BE COMPATIBLE IN DESIGN, AND LOCATED, AIMED, AND SHIELDED SO THAT LIGHTING IS DIRECTED ONLY ONTO THE BUILDING FACADE AND SPILLOVER LIGHT IS MINIMIZED AS PER SUBSECTION 16-140(4) OF THE CITY'S LDC.



**MODIS architects**

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Miami, Florida 33155  
MODIS Architects, LLC

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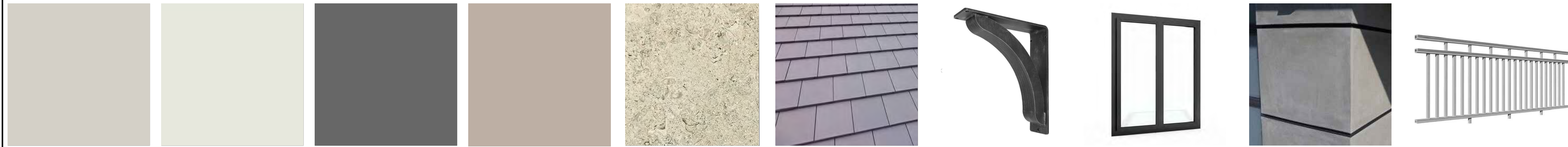
PROJECT# 23216  
DRC SUBMITTAL

**Live Local Act-Pine Island Park**  
Centennial Management Group  
Residential Apartments  
(New Construction)  
NW 44th Street Sunrise, FL. 33351

**ELEVATIONS**  
SCALE: 1/16"=1'-0"

SEAL	DATE 2024-10-28
	DRAWING NO. <b>A2.01</b>

ROBERT K. MORSETTE, AIA, NCARB, LEED AP BD+C, COP  
FLORIDA REGISTERED ARCHITECT # AR 93259



- PT-1 BM #2108-60  
ABALONE
- PT-2 BM #855  
CLOUD COVER
- PT-3 BM #CC-544  
OVERCOAT
- PT-4 BM #2107-50  
SANDLOT GRAY
- (1)  
LIMESTONE
- (2) FLAT CEMENT  
ROOF TILE
- (3) DECORATIVE  
ALUMINUM BRACKET
- (4) IMPACT  
GLASS WINDOW
- (5) STUCCO  
REVEAL LINES  
LEVELS 1-3
- (6) ALUMINUM  
PICKET RAILING  
PAINT COLOR  
PT-2 BM#855



ELEV. = +70'-8"  
T.O. MANSARD ROOF

ELEV. = +62'-0"  
T.O. SLAB-ROOF

ELEV. = +51'-4"  
T.O. SLAB-SIXTH LEVEL

ELEV. = +41'-8"  
T.O. SLAB-FIFTH LEVEL

ELEV. = +32'-0"  
T.O. SLAB-FOURTH LEVEL

ELEV. = +22'-4"  
T.O. SLAB-THIRD LEVEL

ELEV. = +12'-8"  
T.O. SLAB-SECOND LEVEL

ELEV. = +0'-0"  
T.O. SLAB-GROUND LEVEL

**C East Elevation**  
SCALE: 1/16"=1'-0"



ELEV. = +70'-8"  
T.O. MANSARD ROOF

ELEV. = +62'-0"  
T.O. SLAB-ROOF

ELEV. = +51'-4"  
T.O. SLAB-SIXTH LEVEL

ELEV. = +41'-8"  
T.O. SLAB-FIFTH LEVEL

ELEV. = +32'-0"  
T.O. SLAB-FOURTH LEVEL

ELEV. = +22'-4"  
T.O. SLAB-THIRD LEVEL

ELEV. = +12'-8"  
T.O. SLAB-SECOND LEVEL

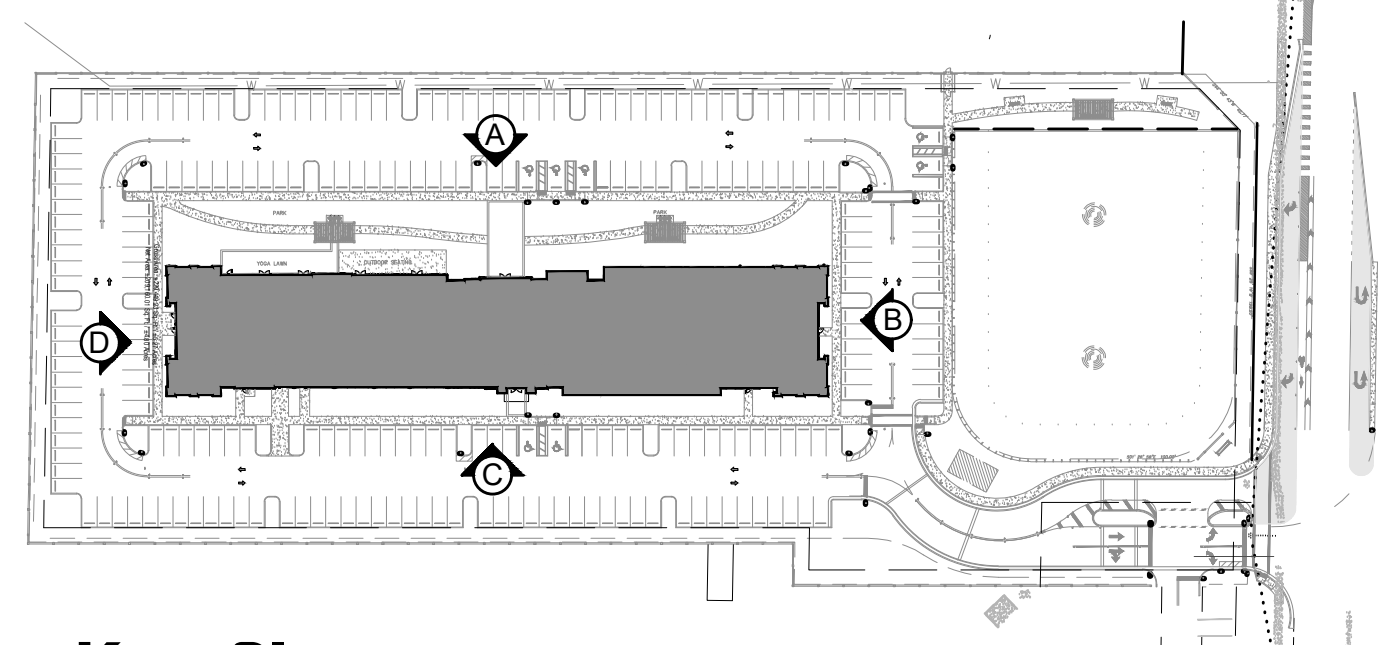
ELEV. = +0'-0"  
T.O. SLAB-GROUND LEVEL

**D South Elevation**  
SCALE: 1/16"=1'-0"

ACCENT PAINT CALCULATION—ALLOWED (10) PERCENT OF FACADE			
PT-3 BM#CC-544 OVERCOAT			
ELEVATION	TOTAL FACADE AREA	PROVIDED	
EAST ELEVATION	24,489 SF	10%—2,448 SF	9% 2,406 SF
SOUTH ELEVATION	4,518 SF	10%—451 SF	4% 186 SF

**notes :**

WHERE ACCENT LIGHTING IS USED, THE MAXIMUM ILLUMINATION ON ANY VERTICAL SURFACE OR ANGULAR ROOF SURFACE SHALL NOT EXCEED 5.0 AVERAGE MAINTAINED FOOTCANDLES. BUILDING FACADE AND ACCENT LIGHTING WILL BE COMPATIBLE IN DESIGN, AND LOCATED, AIMED, AND SHIELDED SO THAT LIGHTING IS DIRECTED ONLY ONTO THE BUILDING FACADE AND SPILLOVER LIGHT IS MINIMIZED AS PER SUBSECTION 16-140(4) OF THE CITY'S LDC.



**Key Plan**  
SCALE: N.T.S.

**MODIS** architects

4955 SW 75th Avenue  
Miami, Florida 33155  
MODIS Architects, LLC

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e. MODIS@MODISarchitects.com

PROJECT# 23216  
DRC SUBMITTAL

**Live Local Act-Pine Island Park**  
Centennial Management Group  
Residential Apartments  
(New Construction)  
NW 44th Street Sunrise, FL. 33351

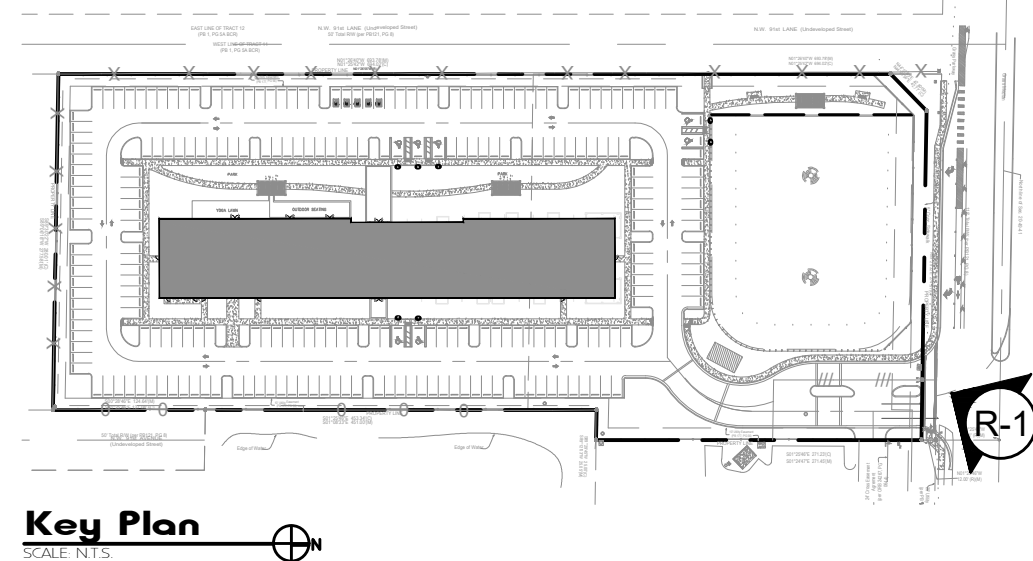
**ELEVATIONS**  
SCALE: 1/16"=1'-0"

SEAL	DATE 2024-10-28
	DRAWING NO. <b>A2.02</b>

ROBERT K. MORSETTE, AIA, NCARB, LEED AP BD+C, COP  
FLORIDA REGISTERED ARCHITECT # AR 93259



**R-1** Front Entry Aerial Rendering



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 Miami, Florida 33155  
 t. 786.879.8882  
 f. 786.350.1515  
 e. MODIS@MODISarchitects.com  
 Florida Corp. AA#6001777

**project info :**  
**Live Local Act-  
 Pine Island Park**  
 Centennial Management  
 Group  
 Residential Apartments  
 (New Construction)  
 Sunrise, FL 33127

**seal :**  
 ROBERT K. MORISSETTE, AIA, NCARB, LEED AP BD+C, CDR  
 FLORIDA REGISTERED ARCHITECT #AR 93259

**revisions :**

03-15-2024	DRC SUBMITTAL 1
06-28-2024	DRC SUBMITTAL 2

**drawing data :**  
**RENDERING**  
 project number : #23216  
 drawn by : proj. manager : SLS  
 drawing scale : drawing date :  
 As Shown 06/28/2024

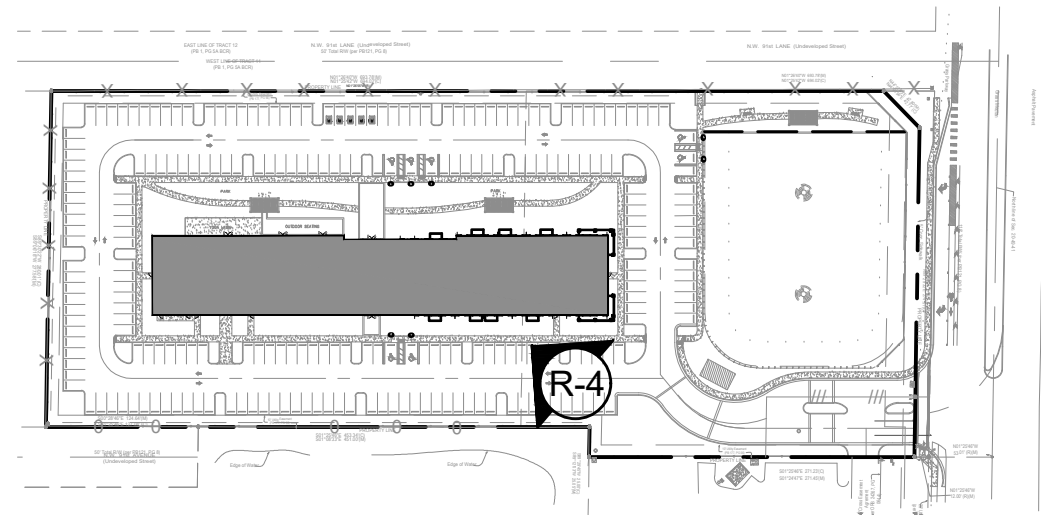
**phase :**  
 DRC SUBMITTAL  
 sheet number :  
**A4.01**

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**R-4** Rear Entry Rendering



**Key Plan**  
SCALE: N.T.S.

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 e. MODIS@MODISarchitects.com  
 Florida Corp. AA#6001777

**project info :**  
**Live Local Act-  
 Pine Island Park**  
 Centennial Management  
 Group  
**Residential Apartments**  
 (New Construction)  
 Sunrise, FL 33127

**seal :**

ROBERT K. MORISSETTE, AIA, NCARB, LEED AP BD+C, CDR  
 FLORIDA REGISTERED ARCHITECT #AR 93259

**revisions :**

03-15-2024	DRC SUBMITTAL 1
07-01-2024	DRC SUBMITTAL 2

**drawing data :**  
**RENDERING**

**project number :** #23216  
**drawn by :** SLS  
**proj. manager :** SLS  
**drawing scale :** As Shown  
**drawing date :** 07/01/2024

**phase :**  
 DRC SUBMITTAL  
 sheet number :

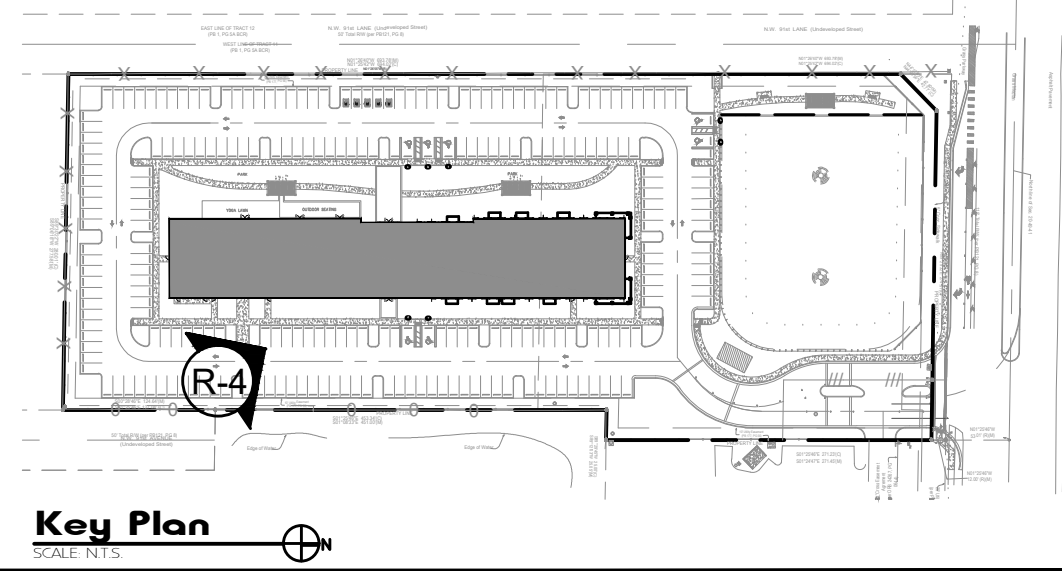
**A4.04**

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**R-5** Rear Entry Rendering



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 f. 786.350.1515  
 e. MODIS@MODISarchitects.com  
 Florida Corp. AA#6001777

**project info :**  
**Live Local Act-  
 Pine Island Park**  
 Centennial Management  
 Group  
**Residential Apartments**  
 (New Construction)  
 Sunrise, FL 33127

**seal :**

ROBERT K. MORISSETTE, AIA, NCARB, LEED AP BD+C, CDP  
 FLORIDA REGISTERED ARCHITECT #AR 93259

**revisions :**

03-15-2024	DRC SUBMITTAL 1
07-01-2024	DRC SUBMITTAL 2

**drawing data :**  
**RENDERING**

**project number :** #23216  
**drawn by :** SLS  
**proj. manager :** SLS  
**DRAWN BY :** SLS  
**drawing scale :** As Shown  
**drawing date :** 07/01/2024

**phase :**  
 DRC SUBMITTAL  
 sheet number :

**A4.05**

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[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

## Detail by Entity Name

Florida Limited Liability Company  
PINE ISLAND PARK LLC

### Filing Information

<b>Document Number</b>	L23000264779
<b>FEI/EIN Number</b>	30-1391405
<b>Date Filed</b>	05/31/2023
<b>Effective Date</b>	05/31/2023
<b>State</b>	FL
<b>Status</b>	ACTIVE

### Principal Address

7735 NW 146 STREET, SUITE 306  
MIAMI LAKES, FL 33016 UN

### Mailing Address

7735 NW 146 STREET, SUITE 306  
MIAMI LAKES, FL 33016 UN

### Registered Agent Name & Address

SWEZY, LEWIS V  
7735 NW 146 STREET  
SUITE 306  
MIAMI LAKES, FL 33016

### Authorized Person(s) Detail

#### **Name & Address**

Title MGR

SWEZY, LEWIS V  
7735 NW 146 STREET, SUITE 306  
MIAMI LAKES, FL 33016 UN

### Annual Reports

<b>Report Year</b>	<b>Filed Date</b>
2024	03/08/2024

## **Document Images**

[03/08/2024 -- ANNUAL REPORT](#)

[View image in PDF format](#)

[05/31/2023 -- Florida Limited Liability](#)

[View image in PDF format](#)



## AGENDA ITEM REQUEST

---

**Originating Department:** Purchasing

**Item Title:** Services

**Item Number:** 17A

**Meeting Date:** 2/11/2025

**City Reference Number (C#):** C25012

---

**Item Description:**

A Resolution of the City of Sunrise, Florida, approving the purchase of Parts and Services from Carey's Heating and Air Conditioning, Inc. as the Sole Source provider; and providing an effective date. City Manager Mark Lubelski. Daniel J. Ransone, Chief of Police.

---

**Funding:**

194.21.14.521.593420 Forfeiture Funds

**Amount:**

\$32,308.00

Not to exceed budgeted funds for FY2024/2025.

Subsequent years' expenditures subject to budget approval.

---

**ATTACHMENTS:**



ATY Resolution - C24012  
Carey's Proposal  
Police Chief Certificate of Compliance  
Legal Opinion - Forfeiture Funds  
Carey's Sole Source  
Sunbiz

---

**Background:**

The Police Department's existing Firing Range was built in 2010. The specialty range ventilation system installed in the Sunrise Police Department's firing range was provided by Carey's Heating and Air Conditioning, Inc. (Carey's), who is the sole designer and installer. The existing range HVAC DDC control system is the original system and has reached or is approaching the end of its operational life. The control system currently utilizes an FX-20 Supervisor Controller which is also outdated technology, components and parts.

Carey's recommends upgrading to a new DDC control panel/system which will consist of the current FX model (FX-80) and all related & current programming requirements. This upgrade will allow controls integration for the new computer and allow for more efficient remote technical support and assistance from Carey's.

Pursuant to Section 5-173(c)(3) of the Code of Ordinances of the City of Sunrise, Florida, it is requested that the City Commission waive the City's formal bidding requirement for the purchase of services including but not limited to, preventative maintenance, repair services, and replacement part(s) upgrades on an as-needed basis to the specialty range ventilation system, from Carey's.

It is requested that the City Commission authorize the purchase of a replacement specialty range ventilation system from Carey's Heating and Air Conditioning, Inc.

---

**Department Head Recommendation:**

Approval

---

**Person With Additional Information:**

Name: Wendy Lorenzo, CPPB

Phone: 954-572-2485

---

**Department Head Name and Title:**

Daniel J. Ransone, Chief of Police

---

**City Manager:**

Authorized for agenda placement

---

**SUNRISE, FLORIDA**

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY OF SUNRISE, FLORIDA, APPROVING THE PURCHASE OF PARTS AND SERVICES FROM CAREY'S HEATING AND AIR CONDITIONING, INC. AS THE SOLE SOURCE PROVIDER; AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, Carey's Heating and Air Conditioning, Inc. (Carey's) is the sole designer and installer of the specialty range ventilation system installed at the Sunrise Police Department's indoor firing range. The ventilation system was designed, installed and calibrated by Carey's to ensure safe operation of the range and OSHA and EPA compliance; and

WHEREAS, the purchase of equipment and services to improve law enforcement facilities, including HVAC equipment, is a permissible use U.S. Department of Treasury shared forfeiture funds.

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

Section 1. The foregoing recitals are hereby ratified and incorporated as the legislative intent of this Resolution.

Section 2. The purchase of parts and services from Carey's Heating and Air Conditioning, Inc. utilizing U.S. Department of Treasury shared forfeiture funds is hereby approved.

Section 3. Carey's Heating and Air Conditioning, Inc. is the sole designer and installer of the specialty range ventilation system installed at the Sunrise Police Department's indoor firing range. Pursuant to Section 5-173(c)(3) of the Code of Ordinances of the City of Sunrise Florida, the City's formal bidding procedures are waived as to Carey's Heating and Air Conditioning, Inc. for (a) budgeted purchases in the current fiscal year and (b) for future purchases for three (3) years from the effective date of this Resolution of replacement parts, annual maintenance and services that do not exceed budgeted funds.

Section 4. The Procurement Manager or designee is hereby authorized to issue a Purchase Order or take other action necessary in connection with this purchase.

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

PASSED AND ADOPTED this \_\_\_\_\_ DAY of \_\_\_\_\_, 2025.

\_\_\_\_\_  
Mayor Michael J. Ryan

Authentication:

\_\_\_\_\_  
Felicia M. Bravo  
City Clerk

MOTION: \_\_\_\_\_  
SECOND: \_\_\_\_\_

CLARKE: \_\_\_\_\_  
GUZMAN: \_\_\_\_\_  
KERCH: \_\_\_\_\_  
SCUOTTO: \_\_\_\_\_  
RYAN: \_\_\_\_\_

Approved by the City Attorney  
as to Form and Legal Sufficiency

\_\_\_\_\_  
Thomas P. Moss



8201 W 183<sup>rd</sup> St; Suite B  
Tinley Park, IL 60487  
Phone: 708-532-2449  
Fax: 708-429-2150  
Website: careyscentral.com

---

December 18, 2024

Sunrise Police Department  
Sunrise, FL  
Attn: Dave Tuttle

**RE: Range Ventilation System – New DDC Control Panel / System**

## **PROPOSAL**

We propose to provide the following:

- Furnish one (1) new Direct Digital Control (DDC) Panel
- Furnish one (1) FX-80 Supervisory Controller & components
- Programming
- Wiring & connections
- Installation, connection & integration
- Start up & commissioning of DDC panel / controls
- One year parts warranty
- System & controls training while on site

Excluded:

- Chilled water valves work or chilled water related work

**TOTAL PRICE: \$32,308.00**

- **From approval, estimated in-house build & programming timeline is ~ 4 weeks**
- **On site install, integration, commissioning & training estimated 1-2 days**

Respectfully,


Brian Wright  
VP Sales & Marketing  
Carey's Small Arms Range Ventilation



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# Memorandum

**To:** Michael J. Ryan and City Commission

**From:** Daniel J. Ransone, Chief of Police 

**Date:** February 5, 2025

**Re:** Forfeiture Expenditure Certificate of Compliance

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The City has made budget provisions for funds obtained pursuant to the Department of the Treasury Asset Forfeiture Program. I hereby certify that the requested expenditure of forfeiture funds contained in the attached Agenda Item Request form is a permissible use of Treasury shared funds.

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# Memorandum

**To:** Chief Daniel J. Ransone

**From:** Robert Ruiz, Assistant City Attorney *Robert Ruiz*

**Through:** Thomas P. Moss, City Attorney *TPM*

**Date:** December 13, 2024

**Re:** Expenditure of Forfeiture Funds - Indoor Small Arms Range Ventilation System Direct Digital Control (DDC) Panel

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This Memorandum is in response to your request for an opinion on the possible expenditure of forfeiture funds. My opinion is based on the following: the information supplied in emails exchanged between November 20, 2024, and November 27, 2024; a review of the Guide to Equitable Sharing for State, Local and Tribal Law Enforcement Agencies (2024) ("Guide"); a review of the relevant Florida Statutes; and a review of the Executive Orders, Presidential Memoranda, National Security Presidential Memoranda and Presidential Notices signed by President Biden through the date of this letter. Please read carefully below to ensure that I have properly summarized the facts and answered the question posed. Please notify me immediately if you have additional relevant facts or questions.

## Facts

The Sunrise Police Department (Department) is planning on upgrading the indoor small arms range ventilation system DDC panel to replace the original control system that is currently in use and has reached or is approaching the end of its operational life. The cost to purchase and install the DDC panel and its necessary components is approximately \$32,308.00. The DDC panel will replace and improve the current control system, which consists of outdated technology, components, and parts. The cost of the new DDC panel is not currently budgeted and is not a regularly budgeted, recurring expense. The Department is seeking an opinion letter with guidance and interpretation

as to whether the cost of the replacement and installation of the DDC panel is a permissible use of forfeiture funds.

**Question**

Is there a legal impediment to the expenditure of either federal forfeiture funds or state Law Enforcement Trust Fund (LETF) proceeds for the above described expenditure?

**Answer and Analysis**

There is no legal impediment to the use of Treasury shared funds to purchase and install the DDC panel and its necessary components, however, there are legal impediments to use of Justice shared funds and state LETF proceeds. It is my opinion the proposed expenditure is permissible as the Department is limiting the expense to solely the cost of the replacement and installation of the new DDC panel. Any recurring cost would be a regularly budgeted expense. The analysis of whether an expenditure is a permissible use of forfeiture funds involves consideration of two factors: (a) whether a purchase is a permissible agency expenditure, and (b) whether the funds are being used to supplant the agency's appropriated resources. Each of these factors is addressed below.

**A. Permissible Use**

The Guide sets forth the permissible uses of federal forfeiture funds. As set forth in section V.B.1.c. of the Guide, Treasury shared funds may be used to pay costs associated with the construction, expansion, or improvement of law enforcement facilities, including new HVAC equipment. The new DDC panel will be used by the Department to control the indoor small arms range's HVAC system to ensure safe operation by reducing exposure to lead and other contaminants and allow for controls integration and more efficient remote technical support by the sole installer and designer of the specialty range ventilation system.

However, Justice shared funds may not be used to pay costs associated with the construction, expansion, or improvement of law enforcement facilities, regardless of the size and scope of the project. As a result, no Justice shared funds can be used to pay for the purchase and/or installation of the new DDC panel or its necessary components.

Section 932.7055, Florida Statutes, provides the permissible uses of state LETF money. Pursuant to section 932.7055(5)(a), LETF proceeds:

“shall be used for school resource officer, crime prevention, safe neighborhood, drug abuse education and prevention programs, or for other law enforcement purposes, which include defraying the cost of protracted or complex law enforcement investigations, providing additional equipment or expertise, purchasing automated external defibrillators for use in law



December 13, 2024

enforcement vehicles, and providing matching funds to obtain federal grants.”

As described above, the new DDC panel will be used by the Department to control the range’s HVAC system to ensure safe operation by reducing exposure to contaminants and allow for controls integration and more efficient remote technical support, which does not appear to be one of the approved “other law enforcement purposes” listed in 932.7055(5)(a). Therefore, no state LETF funds can be used to pay for the purchase and/or installation of the new DDC panel or its necessary components.

**B. Supplantation**

Section V.A.1 of the Guide specifies that agencies cannot use forfeiture funds to replace or “supplant” money that should come out of budgeted funds. Rather, forfeiture funds should increase or supplement the resources of the Department to purchase items not regularly purchased. Based on the facts provided, it appears that the proposed expenditure is not for technology or equipment that is regularly purchased and budgeted as a recurring, annual expense. Rather, the Department has a need for a new DDC panel that will be used to increase or supplement the existing resources of the Department. This proposed expenditure would not occur but for the need to upgrade the new panel, and thus improve the small arms range facility. Therefore, the expenditure is increasing the Department’s budget and is not supplanting other money previously budgeted in the Department’s budget. As such, this expenditure does not violate the federal rule pertaining to supplanting.

Section 932.7055(5)(a), Florida Statutes, provides that forfeiture “proceeds and interest may not be used to meet normal operating expenses of the law enforcement agency.” This is a similar restriction to the federal law discussed above. Therefore, applying the analysis above, the proposed expenditure does not violate Florida law as it is not being used to meet the Department’s normal operating expenses.

**Based on the facts and legal analysis set forth above, it is my opinion that the proposed expenditure for the new DDC panel and its necessary components is a permissible expenditure of Treasury shared funds, but not Justice shared funds or state LETF proceeds.**

All forfeiture expenditures require the Chief’s certification. For the reasons stated above it is my opinion that you can certify the use Treasury shared funds for this expenditure. If you need further information or wish to discuss this matter further please let me know.



SOLE SOURCE JUSTIFICATION FORM

Date: December 16, 2024 Department: Police Requisition No.:

Department Contact: Gina Pilla

Proposed Sole Source Vendor: Carey's Heating and Air Conditioning, Inc.

Estimated yearly usage amount: \$ 32,500.00

1. Description of Services/Products :

The existing Range HVAC DDC system is the original control system and has reached or is approaching the end of its operational life. Currently, the control system utilizes an FX-20 Supervisor Controller which consists of outdated technology, components and parts. Upgrading to a new DDC control panel system will consist of the current FX model (FX-80) and all related and current programming components. Upgrading will allow controls integration for the new PC, and more efficient remote technical support by Carey's.

2. The basis for this sole source determination and the reason no other vendor/product is suitable: (Attach Sole Source Letter from Vendor in addition to filling out this section)

Carey's Small Arms Ventilation is the sole designer and installer of the specialty range ventilation system installed at the Sunrise Police Department. The system was designed, installed, and calibrated by Carey's to ensure safe operation of each range resulting in exposures to lead and other contaminants below the OSHA allowable levels.

3. By signing this form I certify that a market research has been performed and if market conditions change in the foreseeable future and sole source conditions change, the Department will discontinue using this sole source justification and will procure the goods or services competitively.

Daniel Ransone, Chief of Police

[Handwritten Signature]

Department Director's Name

Department Director's Signature

FOR PURCHASING USE ONLY

Approved: [ ]

Date: \_\_\_\_\_

Disapproved: [ ]

Valid Period: (3) three years from date of approval

By: \_\_\_\_\_

Valid Amount per year: [ ] ≤ \$25,000 [ ] ≥ \$25,000

Purchasing Director

If ≥ \$25,000 Resolution No. \_\_\_\_\_





8201 W 183<sup>rd</sup> St; Suite B  
Tinley Park, IL 60487  
Phone: 708-532-2449  
Fax: 708-429-2150  
Website: careyscentral.com

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November 15, 2024

Sunrise Police Department  
10440 West Oakland Park Boulevard  
Sunrise, FL 33351  
RE: Indoor Small Arms Range Ventilation System

David Tuttle:

Carey's Small Arms Ventilation is the sole designer and installer of the specialty range ventilation system installed in the Sunrise Police Department firing range. The system has been designed, installed and calibrated by Carey's to ensure safe operation of each range resulting in exposures to lead and other contaminants below the OSHA allowable levels.

The existing Range HVAC DDC control system is the original control system and has reached or is approaching the end of its operational life. Currently, the control system utilizes an FX-20 Supervisor Controller – which consists of outdated technology, components & parts. Upgrading to a new DDC control panel/system will consist of the current FX model (FX-80) and all related & current programming components. Upgrading will allow controls integration for the new PC, and more efficient remote technical support by Carey's.

Any repairs, service, maintenance or replacement parts not provided by Carey's cannot be supported by Carey's and thus will void any guarantee to provide an OSHA and EPA compliant range. The programming is proprietary and if the system needs service or fails, Carey's will be the only contractor to support and service the DDC controls. We currently provide remote technical support for no charge. Any changes in the controls will prohibit us from responding for remote technical support.

Although other control systems can be installed if the existing is removed, we are uniquely qualified to support and service the installed system with minimal down time and we have the programming for your system should your system ever need to be re-programmed.

Please let me know if there are any questions.

Respectfully,

Brian Wright - VP  
Carey's Heating and Air Conditioning, Inc.



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

## Detail by Entity Name

Foreign Profit Corporation

CAREY'S HEATING AND AIR CONDITIONING, INC.

### Filing Information

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### Principal Address

8201 WEST 183RD STREET  
UNIT B  
TINLEY PARK, IL 60487

### Mailing Address

8201 WEST 183RD STREET  
UNIT B  
TINLEY PARK, IL 60487

### Registered Agent Name & Address

COGENCY GLOBAL INC.  
115 North Calhoun St.  
Suite 4  
Tallahassee, FL 32301

Address Changed: 07/07/2015

### Officer/Director Detail

#### **Name & Address**

Title President, Secretary, Treasurer, Director

TOVEY, PATRICK  
8201 WEST 183RD STREET #B  
TINLEY PARK, IL 60487

Title Director

Wright, Brian  
8201 WEST 183RD STREET  
UNIT B

TINLEY PARK, IL 60487

Title Director

Pappas, Sotirios  
 8201 WEST 183RD STREET  
 UNIT B  
 TINLEY PARK, IL 60487

Title Director

Williams, Kristofer  
 8201 WEST 183RD STREET  
 UNIT B  
 TINLEY PARK, IL 60487

**Annual Reports**

Report Year	Filed Date
2022	03/15/2022
2023	04/13/2023
2024	04/17/2024

**Document Images**

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