

Marie O. Schmidt, MMC
City Clerk/Director of
Administrative Services



MEMORANDUM

TO: Honorable Mayor, Commission President and Members of the City Commission

FROM: Marie O. Schmidt, MMC, City Clerk

RE: Additions to the Agenda

DATE: Friday, October 30, 2015

Please add the following to the agenda for Monday, November 2, 2015 Commission Meeting under Staff Items:

- G. A RESOLUTION OF THE MAYOR AND THE CITY COMMISSION OF THE CITY OF SWEETWATER APPROVING A REQUEST TO VACATE THAT CERTAIN PORTION OF THE NW 108TH AVENUE RIGHT-OF-WAY LOCATED BETWEEN NW 25TH STREET AND NW 23RD STREET, AS RECORDED ON PLAT BOOK 48 AT PAGE 58 OF THE HAMPTON PARK SUBDIVISION, ACCORDING TO THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. (MAYOR LOPEZ)
- H. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SWEETWATER, FLORIDA, AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT BETWEEN SOLEIL LAKE CONDOMINIUM ASSOCIATION, INC. AND PROVIDING AN EFFECTIVE DATE. (MAYOR LOPEZ)
- I. AN ORDINANCE OF THE CITY OF SWEETWATER, FLORIDA, AMENDING CHAPTER 54 OF THE CODE OF ORDINANCES TITLED "SOLID WASTE", AND PROVIDING FOR AN EFFECTIVE DATE. (COMMISSIONER MAROÑO)
- J. RATIFICATION OF APPOINTMENT OF CHIEF OF POLICE. (COMMISSIONER LLANIO'S REQUEST)

Thank You,

A RESOLUTION OF THE MAYOR AND THE CITY COMMISSION OF THE CITY OF SWEETWATER APPROVING A REQUEST TO VACATE THAT CERTAIN PORTION OF THE NW 108TH AVENUE RIGHT-OF-WAY LOCATED BETWEEN NW 25TH STREET AND NW 23RD STREET, AS RECORDED ON PLAT BOOK 48 AT PAGE 58 OF THE HAMPTON PARK SUBDIVISION, ACCORDING TO THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Sun Sol Doral, LLC, has requested that the City Commission vacate portions of the right-of-way along NW 108th Avenue NW 25th Street as depicted in the survey sections by CH Land Surveying, Inc., attached hereto to; and

WHEREAS, an agreement, is being made and entered into by and between the City of Sweetwater, Miami-Dade County and: Sun Sol Doral, LLC, a Florida limited liability company ("Sun Sol"), Louis Alexander, Nelson Rasse, Norma Rasse, Chassis Depot, Truck Depot, LLC, and R&G Engineering, (collectively referred to as "Owner(s)").

WHEREAS, the City Commission and the Owners hereby wish to enter an agreement whereby the City shall revert back to the Owners, each Owners' respective portion of the Right-of-Way at the intersection of NW 24 Street and NW 108 Avenue, Sweetwater, Florida due to the fact that the existing right of way at NW 24 Street and 108 Avenue is 200 feet, which was originally owned by the Owners or their predecessors; and

WHEREAS, the City Commission hereby finds that the portions of the right-of-way in question are no longer needed as a right-of-way by the City or the public, and that is in the best interest of the City to grant the request to revert said portions of rights-of-way; and

WHEREAS, the City Commission has determined that no federal, state or county rights-of-way are involved or affected, and that the granting the request to vacate said right-of-way will not be detrimental to the public health, safety and welfare; and

NOW, THEREFORE, be it resolved by the Mayor and City Commission of the City of Sweetwater, Florida, that:

SECTION 1. The above stated recitals are true and correct and hereby confirmed.

SECTION 2. Pursuant to the request to vacate portions of the right-of-way along NW 108th Avenue NW 25th Street as depicted in the survey sections by CH Land Surveying, Inc., and in the improvement agreement attached hereto to, the City of Sweetwater, Florida hereby reverts, vacates, abandons, discontinues, renounces and disclaims all rights of the City and the public in and to said rights-of-way.

SECTION 3. That this resolution shall become effective immediately upon adoption thereof.

Passed and adopted on _____, ____ 2015.

Attest:

Marie O. Schmidt
City Clerk

Orlando Lopez
Mayor

As to form and legal sufficiency

Guillermo Cuadra
City Attorney

Jose Diaz
Commission President

Jose Diaz, President of the City Commission _____
Jose A. Bergouignan, Vice President of the City Commission _____
Prisca Barreto, Commissioner _____
Manuel Duasso, Commissioner _____
Isolina Marono, Commissioner _____
Eduardo Suarez, Commissioner _____
Idania Llanio, Commissioner _____

Prepared and return to:
Andrew Cuevas, Esq.
Cuevas & Associates
7480 SW 40th Street
Suite 600
Miami, Florida, 33155
Tel.: (304) 461-9000

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AGREEMENT FOR REVERSION OF LAND

THIS AGREEMENT, is made and entered into this ___ day of ___, 2015, by and between the City of Sweetwater, Miami-Dade County (hereinafter "City") and: Sun Sol Doral, LLC, a Florida limited liability company ("Sun Sol"), Louis Alexander, Nelson Rasse, Norma Rasse, Chassis Depot, Truck Depot, LLC, and R&G Engineering, (collectively referred to as "Owner(s)").

WHEREAS, the City of Sweetwater (the "City") and the Owners hereby wish to enter an agreement whereby the City shall revert back to the Owners, each Owners' respective portion of the Right-of-Way at the intersection of NW 24 Street and NW 108 Avenue, Sweetwater, Florida due to the fact that the existing right of way at NW 24 Street and 108 Avenue is 200 feet, which was originally owned by the Owners or their predecessors, is larger than needed by the City; and

Whereas, the City has no intended use for the excess right of way and is interested in entering into this agreement with the Owners to revert back to each adjoining land owner the excess land, after retaining a 60-foot right-of-way on NW 108 Avenue, and a 50-foot right-of-way at NW 24 Street, around the existing circle property with folio No. 25-3031-001-1640.

NOW, THEREFORE, for and in consideration of the terms and covenants set forth in this Agreement, the parties hereto agree as follows:

I. SUBJECT OF AGREEMENT.

Subject to the terms and conditions set forth in this Agreement, City shall revert the property described in this Agreement (the "Property") to each respective Owner such Property better described on Exhibit A, attached hereto and incorporated herein. Title to the Property shall be reverted to its current adjoining land owner subject to the terms and conditions of this Agreement, restrictions, zoning ordinances, covenants, and rights of way of record.

II. CONSIDERATION.

For and in consideration of the transfer of the Property to Owners, Owners represent, warrant and agree to the following terms and conditions:

1. The constructions of a 5-foot concrete sidewalk complying with Miami-Dade County specifications around the entire perimeter of the land which will revert to each Owner.
2. The providing and installing of street trees complying with Miami-Dade County minimum specifications at a distance of no more than 35 feet on center.
3. The construction of sixteen (16) drainage structures with appropriate exfiltration trenches and roadway grading in accordance with Miami-Dade County Public Works/City of Sweetwater Public Works Department and the Department of Environmental Resource Management (DERM) along all streets abutting the Rights-of-Way to be conveyed.
4. Owners shall be responsible for obtaining all legal documentation from the City of Sweetwater, including surveys and permits.
5. Specific consideration for each of the Owners shall be as follows:
 - a) For Sun Sol Doral, LLC, specific consideration shall be shall be as follows:

- i. The construction of a 22-foot paved road between its two properties across from each other at NW 24 Street and a 12-foot half-road around the NE corner of the intersection of NW 24 Street and NW 108 Avenue. Said roads shall include pavement markings and driveway approaches in accordance with Miami Dade County and City of Sweetwater Public Works Department Standards, as required
 - ii. The construction of six (6) drainage structures, as part of the sixteen (16) drainage structures listed on Paragraph 3 above
 - b) Specific consideration for Louis Alexander shall be as follows:
 - i. The construction of three (3) drainage structures, as part of the sixteen (16) drainage structures listed on Paragraph 3 above.
 - c) Specific consideration for Nelson and Norma Rasse shall be as follows:
 - i. The construction of one (1) drainage structure, as part of the sixteen (16) drainage structures listed on Paragraph 3 above.
 - d) Specific consideration for Truck Depot LLC shall be as follows:
 - i. The construction of three (3) drainage structures, as part of the sixteen (16) drainage structures listed on Paragraph 3 above.
 - e) Specific consideration for Chassis Depot shall be as follows:
 - i. The construction of one (1) drainage structure, as part of the sixteen (16) drainage structures listed on Paragraph 3 above.
 - ii. The construction of a 12-foot half-road around the NE corner of the intersection of NW 24 Street and NW 108 Avenue
 - f) Specific consideration for R&G Engineering shall be as follows:
 - i. The construction of two (2) drainage structures, as part of the sixteen (16) drainage structures listed on Paragraph 3 above.
 - g) Consideration listed above is graphically described in sketch titled "Right-of-Way and Vicinity Improvements at the Intersection of NW 24th St. and NW 108 Ave", prepared by Juan Antonio Rodriguez, Architect and dated June 20, 2015, attached hereto as Exhibit "B" of this Agreement.
- 6. Timing for additional consideration – the additional consideration provided for in Section II(5) of this Agreement shall be completed by each Owner no later than 30 months after the reversion of property from the City to the Owners as evidenced by the Quit Claim Deed issued by the City to the Owners.
- 7. In the event that all owners have not complied with the Consideration requirements within thirty (30) months ("Compliance Period"), then any complying owner may notify the City and the other owners of its intent to complete said Consideration requirements within an additional period of twelve months.
 - a) If a complying owner performs work for another property due to noncompliance within the Compliance Period, then the owner(s) performing such work shall be able to recover from the noncomplying owner all costs incurred, including legal fees, contractor fees, permits, materials, etc., from the noncomplying owner, plus a 25% markup of such costs, with such right to recover the costs to include lien rights against the improved property (collectively referred to as the "Right to Cure"). For a complying owner to pursue the Right to Cure, fifteen (15) day written notice must be given to the noncomplying owner prior to begin work on the property. The City agrees to issue permits for the work/Consideration required in order to effectuate the Right to Cure.
 - b) Failure by the owners to complete all Consideration requirements within the said additional period of twelve months shall result in all Properties reverting automatically to the City, unless an alternative solution is agreed to by the City and the complying owners. At the option of the City, any Owner who does not comply with all of the Consideration requirements set forth in this Section II within thirty (30) months of the signing of this Agreement, shall have its respective portion of the Property revert back to the City without any rights or claims against the City. The City shall be able to have the respective portion of Property reverted back to the City by submitting a Quit Claim Deed to the noncomplying Owner (or all owners if allowed pursuant to this Agreement) which must be signed within five (5) days of receipt. If not signed by the noncomplying Owner(s), the City can then petition a court of competent jurisdiction to have such document signed and recover all reasonable attorney fees and costs for having to pursue such course of action.

III. TITLE

City will revert title to the Property to the Owners, free and clear of all liens, encumbrances, defects and burdens, except: easements, restrictions and rights of reversion stated herein, and rights of way, by Quit Claim Deed to be delivered upon execution of this agreement by all parties in this Agreement. The form of the Quit Claim is attached hereto as Exhibit "A" to this Agreement.

IV. TAXES AND ASSESSMENTS.

Owners shall pay all taxes and assessments for years subsequent to the execution of (DEED).

V. ASSIGNMENT.

Owners shall not sell, assign, or transfer this Agreement of any interest under it without first obtaining the written consent of City. Additionally, Owners shall not sell, transfer or convey the above described Property while the reversionary interest of City exists, without first obtaining the written consent of City.

VI. UNIFICATION OF PROPERTY

The City hereby agrees to allow Owners to apply and obtain approval of the unification of folio numbers of the Property being reverted back to each respective Owner and legally joined with its adjoining property under one folio number and legal description to be presented by the Owners. However, as a precondition for the City to allow for the unification of the folios, each Owner must complete all work/consideration contemplated within Section II of this Agreement within 30 months of the execution of this Agreement. In the event that any Owner does not comply the requirements of Section II within 30 months of the signing of this Agreement, the noncomplying Owner (not all Owners) will be required to execute a Quit Claim Deed transferring its respective portion of the Property back to the City, as described in Article II of this Agreement.

VII. DEFAULT.

In the event Owners fail to comply with any term in this Agreement, then the City shall have the option to conduct the required repairs/modifications to the property itself and assess the respective owner for the cost of such work to be performed, instead of seeking a reversion of the Property, as discussed in Section II of this Agreement. The City shall provide thirty (30) day notice of noncompliance with a right to cure prior to the City pursuing either of the available remedies for default.

VIII. NOTICES.

Any notice to be given under this Agreement shall be in writing and delivered to the party to whom it is to be given at the address as shown below and such notice shall be deemed to have been given on the day of delivery or on the 5th business day after mailing as aforesaid, as they may be:

If to the City:

Mayor Orlando Lopez
500 SW 109th Avenue, Second Floor
Sweetwater, Florida 33174

If to Sun Sol Doral, LLC

Cuevas & Associates, PA
Attn.: Andrew Cuevas, Esq.
7480 SW 80th Street, Suite 600
Miami, FL 33155

Email: acuevas@cuevaslaw.com

Tel (305) 461-9500

If to Louis Alexander

If to Nelson and Norma Rasse	

If to Chassis Depot	

If to Truck Depot, LLC	

If to R&G Engineering	

IX. MISCELLANEOUS.

- A. This Agreement constitutes the entire agreement between the parties relating to the subject hereof, and any prior agreements pertaining thereto, whether oral or written, have been merged and integrated into this agreement. No subsequent modification of any of the terms of this Agreement shall be valid, binding upon the parties or enforceable unless made in writing and signed by the parties.

- B. This Agreement shall and the terms contained herein shall survive the recording of the (DEED)
- C. This Agreement and all disputes arising hereunder shall be governed by and construed in accordance with the laws of the State of Florida.

IN WITNESS WHERE OF, each party to this Agreement has caused it to be executed at _____ on the date indicated above.

City of Sweetwater	Sun Sol Doral, LLC
By _____ Title _____	By: _____ Title: _____
Louis Alexander	Nelson Rasse
By _____	Norma Rasse
Chassis Depot	R&G Engineering
By _____ Title _____	By _____ Title _____
Truck Depot, LLC	
By: _____ Title: _____	

EXHIBIT A
[Legal Description]

NE corner:

As to Sun Sol Doral, LLC which currently owns the following described property:

Lots 1,2,3,217,18,19, Block 1, Hampton Park Subdivision, according to the map or plat thereof, as recorded in Plat Book ____, Page(s) ____, of the Public Records of Miami-Dade County, Florida

The property to be reverted back is legally described as follows:

NW Corner:

As to Louis Alexander, who currently owns the following described property:

Lots 7,8,9,10,11,12, Block 2, Hampton Park Subdivision, according to the map or plat thereof, as recorded in Plat Book ____, Page(s) ____ of the Public Records of Miami-Dade County, Florida

The property to be reverted back is legally described as follows:

SW corner:

As to Nelson and Norma Rasse., who currently own the following described property:

Lots 1,2,3,4,5,6,7,8, Block 3, Hampton Park Subdivision, according to the map or plat thereof, as recorded in Plat Book ____, Page(s) ____ of the Public Records of Miami-Dade County, Florida

The property to be reverted back is legally described as follows:

As to Truck Depot LLC., which currently owns the following described property:

Lots 19,10,11,12, Block 3, Hampton Park Subdivision, according to the map or plat thereof, as recorded in Plat Book ____, Page(s) ____ of the Public Records of Miami-Dade County, Florida

The property to be reverted back is legally described as follows:

NE corner:

As to Sun Sol Doral, LLC, which currently owns the following described property:

Lot 1, Block 4, Hampton Park, according to the map or plat thereof, as recorded in Plat Book 48, Page(s) 58, of the Public Records of Miami-Dade County, Florida.

The property to be reverted back is legally described as follows:

As to Chassis Depot, which currently owns the following described property:

Lots 2,3, Block 4, Hampton Park Subdivision, according to the map or plat thereof, as recorded in Plat Book ____, Page(s) ____ of the Public Records of Miami-Dade County, Florida

The property to be reverted back is legally described as follows:

As to R&G Engineering, which currently owns the following described property:

Lots 18, 19, Block 4, Hampton Park Subdivision, according to the map or plat thereof, as recorded in Plat Book ____, Page(s) ____ of the Public Records of Miami-Dade County, Florida

The property to be reverted back is legally described as follows:

the 1990s, the number of people in the UK who are aged 65 and over has increased from 10.5 million to 13.5 million, and the number of people aged 75 and over has increased from 4.5 million to 6.5 million (Office for National Statistics 2000).

There is a growing awareness of the need to address the needs of older people, and the need to ensure that they are able to live independently and actively in their own homes. This has led to a number of initiatives, including the development of the 'Age-Friendly' environment (World Health Organization 2002) and the 'Age-Friendly' community (World Health Organization 2002).

The 'Age-Friendly' environment is defined as an environment that is safe, accessible, and supportive of the needs of older people. It includes a range of factors, such as the availability of public transport, the availability of social services, and the availability of housing that is suitable for older people.

The 'Age-Friendly' community is defined as a community that is safe, accessible, and supportive of the needs of older people. It includes a range of factors, such as the availability of social services, the availability of housing that is suitable for older people, and the availability of opportunities for older people to participate in community activities.

The 'Age-Friendly' environment and the 'Age-Friendly' community are both important for ensuring that older people are able to live independently and actively in their own homes. They are also important for ensuring that older people are able to participate in community activities and to contribute to the community.

The 'Age-Friendly' environment and the 'Age-Friendly' community are both important for ensuring that older people are able to live independently and actively in their own homes. They are also important for ensuring that older people are able to participate in community activities and to contribute to the community.

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The 'Age-Friendly' environment and the 'Age-Friendly' community are both important for ensuring that older people are able to live independently and actively in their own homes. They are also important for ensuring that older people are able to participate in community activities and to contribute to the community.

RESOLUTION NO. 15 –

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SWEETWATER, FLORIDA, AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT BETWEEN SOLEIL LAKE CONDOMINIUM ASSOCIATION, INC; AND PROVIDING AN EFFECTIVE DATE

BE IT RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF SWEETWATER, FLORIDA, AS FOLLOWS:

Section 1. The agreement attached hereto is incorporated herein.

Section 2. The City Commission authorizes the Mayor to execute an agreement with Soleil Lake Condominium Association, Inc., together with such non-material changes as may be acceptable to the Mayor, and approved as to form by the City Attorney, is hereby approved.

Section 3. The Mayor is hereby authorized to execute all necessary documents in connection with this agreement.

Section 4. Effective Date. This Resolution shall become effective upon its adoption by the City Commission and approval by the Mayor or if vetoed, upon its re-enactment by the City Commission as provided by the Charter of the City of Sweetwater.

PASSED and ADOPTED this ____ day of _____, 2015.

ORLANDO LOPEZ, Mayor

JOSE M. DIAZ, Commission President and
Vice Mayor

ATTEST:

MARIE O. SCHMIDT, CITY CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

GUILLERMO CUADRA, CITY ATTORNEY

VOTE UPON ADOPTION:

JOSE M. DIAZ, COMMISSION PRESIDENT	_____
JOSE W. BERGOUIGNAN, JR., COMMISSION VICE PRESIDENT	_____
PRISCA BARRETO, COMMISSIONER	_____
MANUEL DUASSO, COMMISSIONER	_____
IDANIA LLANIO, COMMISSIONER	_____
ISOLINA MAROÑO, COMMISSIONER	_____
EDUARDO M. SUAREZ, COMMISSIONER	_____

AGREEMENT

This Agreement is made and entered into this ____ day of _____, 2001 by and between the SOLEIL LAKE CONDOMINIUM ASSOCIATION, INC., hereinafter referred to as the "Association" and the CITY OF SWEETWATER, a political subdivision of the State of Florida, the "City".

WITNESSETH

WHEREAS, the Association's Board of Directors and the Management Company have been working closely with the City of Sweetwater for the last few month to correct code violations on the parking lot; and

WHEREAS, the association has been forced to seal and restripe the entire parking lot.

WHEREAS, as the work in the parking lot is performed it may have an impact on the swale area located from 2nd Street to 7th Street between 114th Avenue and 116th Avenue; and

WHEREAS, to the extent that there is any damage to the aforementioned swale area, the Association agrees to restore the swale area to its original condition as set forth herein.

WHEREAS the parties have executed this agreement pursuant to proper authorization of their governing boards;

NOW, THEREFORE in consideration of the promises and covenants contained herein, the parties agree:

Section 1. Repairs. The Association shall complete the work on its parking lot in accordance with standard City of Sweetwater and other appropriate criteria.

Section 2. Damage to Swale Area. The association agrees to perform any repair work on the swale area in order to restore it to its original condition within ____ days after completion of the work on its parking lot.

Section 3. Deposit. As a guarantee that any necessary repairs on the swale as required by Section 2 are performed, the Association agrees to provide the City a Deposit of \$2,500 or place said amount in escrow upon the execution of this Agreement.

Once the City certifies that the swale area is restored to its original condition in accordance to Section 2 of this Agreement, the requirements of Section 3 shall no longer be applicable and any monies deposited shall be returned to the Association.

Section 4. Non-performance. If the Association fails to meet the requirements of Section 2 the City shall utilize the deposit to pay for any necessary repairs to the swale area. If the funds were placed in an escrow account the Association shall instruct the escrow agent to release the monies to the City to conduct any necessary repairs to the swale area.

Section 5. Indemnification. The Association hereby agrees to indemnify, defend, save and hold harmless the City from all claims, demands, liabilities and suits of any nature whatsoever arising out of, because of or due to the breach of this Agreement by the Association, its agents or employees. It is specifically understood and agreed that this indemnification clause does not cover or indemnify the City for its sole negligence or breach of contract.

In the event of breach or non-performance by the persons selected by the Association to perform the work, the Association shall, upon written request by the

City, assign to the City any and all of its rights under the affected contract for purposes of the City's prosecution of claims, actions or causes of action resulting from such breach or non-performance. The Association agrees to cooperate fully with the City in the prosecution of any such claim or action.

Section 10. Notices. Any and all notices required to be given under this agreement shall be sent by first class mail, addressed as follows:

To the City:

Attention:

To the Association:

Attention

IN WITNESS WHEREOF, the parties hereto set their hands and official seals the day and year first above written.

WITNESS

CITY OF SWEETWATER, FLORIDA, BY
ITS CITY COMMISSION

BY: _____

ATTEST: _____

Approval by City Attorney
As to form and legal sufficiency.

WITNESS:

SOLEIL LAKE CONDOMINIUM
ASSOCIATION, INC.

BY: _____

ATTEST: _____

the 1990s, the number of people in the UK who are aged 65 and over has increased from 10.5 million to 13.5 million, and the number of people aged 75 and over has increased from 4.5 million to 6.5 million (Office for National Statistics 2000).

There is a growing awareness of the need to address the health care needs of the elderly population. The Department of Health (2000) has set out a strategy for the NHS to meet the needs of the elderly population. The strategy is based on the following principles:

- To ensure that the elderly population has access to the services they need.
- To ensure that the elderly population is able to live independently for as long as possible.
- To ensure that the elderly population is able to participate in the community.

The strategy also sets out a number of key objectives for the NHS to meet the needs of the elderly population.

- To reduce the number of elderly people who are admitted to hospital.
- To reduce the length of stay of elderly people in hospital.
- To reduce the number of elderly people who are admitted to care homes.

The strategy also sets out a number of key actions for the NHS to meet the needs of the elderly population.

- To improve the quality of care for elderly people.
- To improve the access to services for elderly people.
- To improve the support for carers of elderly people.

The strategy also sets out a number of key measures for the NHS to meet the needs of the elderly population.

- To improve the quality of care for elderly people.
- To improve the access to services for elderly people.
- To improve the support for carers of elderly people.

The strategy also sets out a number of key measures for the NHS to meet the needs of the elderly population.

- To improve the quality of care for elderly people.
- To improve the access to services for elderly people.
- To improve the support for carers of elderly people.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF SWEETWATER, FLORIDA, AMENDING CHAPTER 54 OF THE CODE OF ORDINANCES TITLED "SOLID WASTE"; ; AND PROVIDING FOR AN EFFECTIVE DATE.

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

Section 1: That Section 54.34 of the Code of Ordinances is hereby amended to read as follows¹:

Chapter 50 – SOLID WASTE

* * *

ARTICLE II – COLLECTION

* * *

Sec. 54-34. – Bulk Waste.

It shall be unlawful for any person to place bulk waste on the city's rights-of-way before twenty-four prior to the day of collection. A written warning shall be issued for the first violation of this section. Any subsequent violations of this section shall be punished by a fine of \$250.00 per incident.

Sec. 54-~~354~~ – 54-45. - Reserved

* * *

Section 2. All ordinances or portions of the Code of Ordinances of the City of Sweetwater in conflict with the provisions of this ordinance shall be repealed upon the effective date hereof.

Section 3. It is the intention of the Mayor and the City Commission that the provisions of this ordinance be incorporated into the Code of Ordinances; to effect

¹ (Coding: Words and figures underscored are additions to existing law; words and figures ~~struck through~~ are deletions. Remaining provisions are now in effect and remain unchanged)

such intention codifiers may change the words "ordinance" or "section" to other appropriate words.

Section 4. If any portion of this ordinance is held invalid by a court of competent jurisdiction, such invalidity shall not affect the remaining portions of the ordinance.

Section 5. This ordinance shall become effective upon its adoption by the City Commission and approval by the Mayor or, if vetoed, upon its reenactment by the City Commission as provided by the Charter of the City of Sweetwater.

PASSED and ADOPTED this ____ day of _____, 2015.

ORLANDO LOPEZ, Mayor

JOSE M. DIAZ, Commission President and
Vice Mayor

ATTEST:

MARIE O. SCHMIDT, CITY CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:



GUILLERMO CUADRA, CITY ATTORNEY

VOTE UPON ADOPTION:

JOSE M. DIAZ, COMMISSION PRESIDENT _____
JOSE W. BERGOUIGNAN, JR., COMMISSION VICE PRESIDENT _____
PRISCA BARRETO, COMMISSIONER _____
MANUEL DUASSO, COMMISSIONER _____
IDANIA LLANIO, COMMISSIONER _____
ISOLINA MAROÑO, COMMISSIONER _____
EDUARDO M. SUAREZ, COMMISSIONER _____