



*Weston City Commission*

*Agenda Package*

*May 16, 2016*

MONDAY  
MAY 16, 2016  
7:00 P.M.



WESTON CITY HALL  
17200 ROYAL PALM BOULEVARD  
WESTON, FLORIDA

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CITY COMMISSION  
REGULAR MEETING AGENDA

1. Roll Call
2. Pledge of Allegiance
3. Broward Sheriff's Office Law Enforcement Employee of the Month
4. Audience Comments
5. Consent Agenda
  - A. Commissioners' Items Removed for Later Discussion
  - B. Approval of Balance of Consent Agenda

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QUASI-JUDICIAL HEARING

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The following items are quasi-judicial in nature and are governed by the City's quasi-judicial procedures. If you wish to object or comment upon these items, please wait to do so when the announcement regarding the particular quasi-judicial item is made. You will be required to be sworn in before addressing the Commission, and if you wish to address the Commission, you may be subject to cross-examination. If you refuse to submit to cross-examination, the Commission will not consider what you have said in its final deliberations. The material in the City Commission's agenda backup and the staff résumés on file with the City Clerk will be considered as evidence without authentication.

6. A Resolution of the City Commission of the City of Weston, Florida, considering Application No. 16-8643, a variance from Chapter 123 of the Code of Ordinances of the City, Landscaping, to waive certain landscaping requirements for Cleveland Clinic's proposed parking improvements in the north parking lot, Parking Lot J, for the property located at 3100 Weston Road, Weston, Florida.  
***Cleveland Clinic Landscape Island Variance*** ***Pages 5-24***

7. A Resolution of the City Commission of the City of Weston, Florida, considering Application No. 14-8644, a variance from Chapter 123 of the Code of Ordinances of the City, Landscaping, to waive certain landscaping requirements for a portion of the buffer in Parking Lot J for Cleveland Clinic's proposed helipad improvements, for the property located at 3100 Weston Road, Weston, Florida.

***Cleveland Clinic Landscape Buffer Variance***

***Pages 25-43***

8. A Resolution of the City Commission of the City of Weston, Florida, considering Application No. 16-8578, a site plan amendment for a relocated heliport and the construction of two new parking lots on Cleveland Clinic's campus, located at 3100 Weston Road, Weston, Florida.

***Cleveland Clinic Parking Lot Additions Site Plan Amendment***

***Pages 44-59***

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**END OF QUASI-JUDICIAL HEARING**

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9. **CONSENT AGENDA**

***CITY OF WESTON***

- A. A Resolution of the City Commission of the City of Weston, Florida, calling a special election on a proposed amendment to the City Charter, to be held on November 8, 2016; providing for submission of the Charter amendment recommended by the City Commission to the electors for approval or disapproval; providing for requisite ballot language; providing for notice; providing for an effective date.

***Pages 60-66***

- B. A Resolution of the City Commission of the City of Weston, Florida, approving Change Order No. 1 for the City's contract provider, Carahsoft Technology Corporation of Reston, Virginia, for the purchase and implementation of Accela commercial off-the-shelf software for the City's Building Permitting Services.

***Pages 67-123***

- C. A Resolution of the City Commission of the City of Weston, Florida, approving the renewal of the Interlocal Agreement between the City of Weston, Florida and Broward County, Florida, for representation at hearings by the Broward County Minimum Housing/Unsafe Structures Board.

***Pages 124-136***

***CITY OF WESTON AND INDIAN TRACE DEVELOPMENT DISTRICT***

- D. A Resolution of the City Commission of the City of Weston, Florida, and as the governing board of the Indian Trace Development District, accepting a Bill of Sale, Grant of Easement, and Maintenance Bond, or Letter of Credit option in lieu of bond applicable to 501(c)(3), for certain utility facilities for St. Paul Evangelical Lutheran Church, located at 580 Indian Trace, on a portion of Parcel 6, Sector 6, according to the Plat thereof as recorded in Plat Book 141, at Page 21, Public Records of Broward County, Florida.

***Pages 137-175***

**CITY OF WESTON, INDIAN TRACE DEVELOPMENT DISTRICT AND BONAVENTURE DEVELOPMENT DISTRICT**

- E. A Resolution of the City Commission of the City of Weston, Florida, and as the governing board of the Indian Trace Development District, and as the governing board of the Bonaventure Development District, rescinding Resolution No. 2016-31, that extended the Agreement with Remediation Group, Inc., for Disaster Restoration and Recovery Services for City Buildings and Facilities for an additional three year term.

**Pages 176-188**

- F. A Resolution of the City Commission of the City of Weston, Florida, and as the governing board of the Indian Trace Development District, and as the governing board of the Bonaventure Development District, approving the Minutes of the Regular Meeting of the City Commission of the City of Weston held on May 2, 2016.

**Pages 189-199**

10. Adjournment

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**PUBLIC PARTICIPATION AT COMMISSION MEETINGS**

Anyone wishing to address the Commission with regard to a matter appearing on the Agenda or during audience comments must sign in with the City Manager or his designee. Each individual must state his or her name and the name of the entity represented (if applicable) and the item on the agenda to be addressed prior to conclusion of the discussion of the matter. Each person addressing the Commission shall approach the lectern, shall give their name and address in an audible tone of voice for the record, and unless further time is granted by the Presiding Officer, shall limit their address to three (3) minutes. All remarks shall be addressed to the Commission as a body and not to any member thereof. A person speaking on an item on the agenda shall limit their comments to matters relevant to the item. A person speaking during audience comments shall not address any item on the agenda and is strongly encouraged to refrain from making political statements. No person addressing the Commission shall make personal attacks on any member of the Commission or any other individuals or entities. No person, other than the Commission and the person having the floor, shall be permitted to enter into any discussion, either directly or through a member of the Commission, without the permission of the Presiding Officer. No question shall be asked of a Commissioner except through the Presiding Officer.

Any person who addresses the Commission on behalf of an individual, corporation or special interest group for compensation must disclose that representation when stating his or her name, as described above.

Pursuant to Florida Statutes 286.0105, if a person decides to appeal any decision made by the body with respect to any matter considered at such meeting or hearing, he will need a record of the proceedings, and for such purpose, he may need to ensure that a verbatim record of the proceedings is made, which record includes testimony and evidence upon which the appeal is to be based.

Any person requiring auxiliary aids and services at this meeting may call the City Clerk's Office at (954) 385-2000 at least three (3) business days prior to the meeting.

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# AGENDA ITEM SUMMARY

**MEETING DATE:** May 16, 2016

**AGENDA ITEM NO.:** 6

**FOR:**

City of Weston     Indian Trace Development District     Bonaventure Development District

**TITLE:**

A Resolution of the City Commission of the City of Weston, Florida, considering Application No. 16-8643, a variance from Chapter 123 of the Code of Ordinances of the City, Landscaping, to waive certain landscaping requirements for Cleveland Clinic's proposed parking improvements in the north parking lot, Parking Lot J, for the property located at 3100 Weston Road, Weston, Florida.

***Cleveland Clinic Landscape Island Variance***

**SUMMARY EXPLANATION & BACKGROUND:**

Application No. 16-8643 has been submitted by Michael Chesser, Owner's Representative from the Office of Construction for and on behalf of Cleveland Clinic Florida, for a variance from the landscape requirements in Section 123.14(B)(3), which requires at least one landscaped interior island for every ten parking spaces. Cleveland Clinic's proposed parking improvements include a landscape island varying from every 10 parking spaces to every 20 parking spaces. The variance is only requested in the north parking lot, Parking Lot J, and does not include the other parking lots included in this application.

**REQUESTED ACTION:**

Consideration.

**EXHIBITS (LIST):** (i) Resolution, and (ii) Staff Memorandum dated May 16, 2016 (*Documents listed under Project History, Subsequent Actions, and referenced as Exhibits are available from the Office of the City Clerk, upon request*)

**PREPARED BY:**

Sarah Sinatra Gould, AICP  
Director of Development Services

**PETITIONER/REPRESENTATIVE:**

Michael Chesser, Owners Representative from the Office of Construction for and on behalf of Cleveland Clinic Florida

**RECOMMENDED FOR CONSIDERATION BY:**

John R. Flint, City Manager  
Jamie Alan Cole, City Attorney  
Sarah Sinatra Gould, AICP  
Director of Development Services

**FUNDING SOURCE:**

Cost Recovery

**VOTING REQUIRED FOR PASSAGE:**

Majority                       Majority Plus One                       Unanimous

**COMMISSION ACTION:**

	M	2	Y	N		
					Approved as presented	
Commissioner Norton					Approved as amended	
Commissioner Feuer					Approved with conditions	
Commissioner Kallman					Continued to	
Commissioner Gomez					Deferred to	
Mayor Stermer					To deny	

*Notes:*

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**CITY OF WESTON, FLORIDA**  
**RESOLUTION NO. 2016-\_\_**

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WESTON, FLORIDA, CONSIDERING APPLICATION NO. 16-8643, A VARIANCE FROM CHAPTER 123 OF THE CODE OF ORDINANCES OF THE CITY, LANDSCAPING, TO WAIVE CERTAIN LANDSCAPING REQUIREMENTS FOR CLEVELAND CLINIC'S PROPOSED PARKING IMPROVEMENTS IN THE NORTH PARKING LOT, PARKING LOT J, FOR THE PROPERTY LOCATED AT 3100 WESTON ROAD, WESTON, FLORIDA.

WHEREAS, First, Michael Chesser, Owner's Representative from the Office of Construction for an on behalf of Cleveland Clinic Florida, has submitted a completed Application No. 16-8643 for a variance from the provision of Chapter 123 of the Code of Ordinances of the City, Landscaping, to waive the landscaping requirements in Section 123.14(B)(3), which requires at least one landscaped interior island for every ten parking spaces, for the proposed parking improvements in the north parking lot, Parking Lot J, for the property located at 3100 Weston Road; and

WHEREAS, Second, the request is for a waiver of Section 123.14(B)(3), which requires at least one landscaped interior island for every ten parking spaces, to allow a landscape island varying from every 10 parking spaces to every 20 parking spaces, and the variance is only requested in the north parking lot, Parking Lot J, and does not include the other parking lots included in the application; and

WHEREAS, Third, the City Commission may grant a variance petition in accordance with the provisions of Section 124.80 of the Code of Ordinances of the City; and

WHEREAS, Fourth, the City's Departments have reviewed the variance application and forwarded their comments to the City Manager; and

WHEREAS, Fifth, the notice requirements have been complied with; and

WHEREAS, Sixth, the City Manager recommends the City Commission consider the application.

NOW, THEREFORE, BE IT RESOLVED by the City Commission of the City of Weston, Florida:

Section 1: The foregoing recitals contained in the preamble to this Resolution are incorporated by reference herein.

Section 2: Application No. 16-8643, for a variance from the provisions of Chapter 123 of the Code of Ordinances of the City, Landscaping, to waive the landscaping requirements in Section 123.14(B)(3), which requires at least one landscaped interior island for every ten parking spaces, to allow a landscape island varying from every 10 parking spaces to every 20 parking spaces, for Cleveland Clinic's proposed parking improvements in the north parking lot, Parking Lot J, for the property located at 3100 Weston Road, is in/is not in compliance with the requirements of Section 124.80 to grant a variance.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WESTON, FLORIDA, CONSIDERING APPLICATION NO. 16-8643, A VARIANCE FROM CHAPTER 123 OF THE CODE OF ORDINANCES OF THE CITY, LANDSCAPING, TO WAIVE CERTAIN LANDSCAPING REQUIREMENTS FOR CLEVELAND CLINIC'S PROPOSED PARKING IMPROVEMENTS IN THE NORTH PARKING LOT, PARKING LOT J, FOR THE PROPERTY LOCATED AT 3100 WESTON ROAD, WESTON, FLORIDA.

Section 3: Application No. 16-8643 for a variance from the provisions of Chapter 123 of the Code of Ordinances of the City, Landscaping, to waive the landscaping requirements in Section 123.14(B)(3), which requires at least one landscaped interior island for every ten parking spaces, to allow a landscape island varying from every 10 parking spaces to every 20 parking spaces, for Cleveland Clinic's proposed parking improvements in the north parking lot, Parking Lot J, for the property located at 3100 Weston Road, is approved/denied subject to the following conditions:

1. The issuance of a development permit by the City does not in any way create any right on the part of an applicant to obtain a permit from a state or federal agency and does not create any liability on the part of the City for issuance of the permit if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes actions that result in a violation of state or federal law. In addition, all applicable state and federal permits shall be obtained by the applicant before commencement of the development.
2. The related Site Plan Amendment is contingent upon the approval of this variance from Section 123.14(B)(3).

Section 4: This Resolution shall take effect upon its adoption.

ADOPTED by the City Commission of the City of Weston, Florida, this 16<sup>th</sup> day of May 2016.

\_\_\_\_\_  
Daniel J. Stermer, Mayor

ATTEST:

\_\_\_\_\_  
Patricia A. Bates, City Clerk

Approved as to form and legality  
for the use of and reliance by the  
City of Weston only:

\_\_\_\_\_  
Jamie Alan Cole, City Attorney

Roll Call:

Commissioner Norton	_____
Commissioner Feuer	_____
Commissioner Kallman	_____
Commissioner Gomez	_____
Mayor Stermer	_____

This Resolution was filed in the  
Office of the City Clerk on this  
\_\_\_\_ day of May 2016

\_\_\_\_\_  
Patricia A. Bates, City Clerk



# MEMORANDUM

TO: Honorable Mayor and Commissioners  
THRU: John R. Flint, City Manager  
FROM: Sarah Sinatra Gould, AICP, Director of Development Services  
CC: David E. Keller, Assistant City Manager/CFO  
Jamie Alan Cole, City Attorney  
Patricia A. Bates, MMC, City Clerk  
DATE: May 16, 2016  
RE: Cleveland Clinic Landscape Island Variance  
NO: 16-8643

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Requested Action: Michael Chesser, Owners Representative from the Office of Construction for and on behalf of Cleveland Clinic Florida, has submitted a Variance application from the landscape requirements in §123.14 (B)(3), which requires at least one landscaped interior island for every ten parking spaces. Cleveland Clinic's proposed parking improvements include a landscape island 20 parking spaces. The variance is only requested in Parking Lot J.

Name: Cleveland Clinic Parking Lot Expansion

Owner: Cleveland Clinic Florida Health System (a Florida nonprofit corporation)

Submitted by: Michael Chesser, Owners Representative for Cleveland Clinic

Location: 3100 Weston Road

Zoning: Hospital Zoning (HZ) District

Land Use: Industrial

Folio: 5040 17 02 0600

Code Section: *§123.14 (B)(3), Interior islands. At least one landscaped interior island shall be provided for every ten parking spaces.*

Staff Evaluation for Special Exception or Variance:

§124.80 (A) Requires the following City Commission findings. (Staff evaluations are in italics below):

- (1) The subject property has unique and special conditions, not applying generally to other properties in the same zoning district, which occasion the necessity for the petitioned variance.

*The Hospital Zoning district is specific to the Cleveland Clinic site as it functions differently than any other site in the City. The layout of Parking Lot J is designed to funnel pedestrians to the main walkways located east and west of this parking lot. The applicant is also providing landscape divider medians between the parking rows to provide more landscaping in the vehicular use area than required by the Code, although the islands are proposed to be provided every 20 parking spaces, rather than every 10 parking spaces to better accommodate the overall layout and maximize parking.*

- (2) The development resulting from the granting of such variance shall be in harmony with the policies embodied within the City Comprehensive Plan.

*The development is in harmony with the policies of the Comprehensive Plan. The land use is Industrial, which permits hospital uses.*

- (3) The granting of such variance shall be consistent with the general purpose and intent of the applicable zoning district regulations governing the property on which approval is granted.

*The granting of the variance is consistent with the general purpose and intent of the applicable zoning regulations. The type and quantity of landscape materials being provided comply with all other requirements of the landscape code.*

- (4) The granting of such variance shall not adversely affect the use or development of neighboring properties in accordance with the applicable zoning district regulations nor hinder or discourage appropriate development and use of adjacent or nearby land and/or buildings or impair the value thereof.

*The adjacent properties are owned by the Cleveland Clinic and the Dan Marino Children's Hospital.*

- (5) The literal and strict enforcement of the applicable provisions of the Land Use Regulations or other provisions of the city code would result in undue or unnecessary hardship to the applicant and would deprive the applicant of rights commonly enjoyed by the owners of other property in the zoning district.

*The new parking lot includes divider medians, which are not required, and therefore meets the code requirements for landscaping in the parking lot. Requiring the additional islands will significantly reduce the number of spaces the applicant could provide on their site plan.*

- (6) The granting of the requested variance will provide substantial justice and not be contrary to the public interest as reflected in the applicable regulations.

*The request will not be contrary to the public interest. The granting of the variance will provide the necessary parking to support the additional uses at Cleveland Clinic, which are a benefit to the City of Weston's residents.*

- (7) The need for the variance does not arise from conditions which are personal to the owner but instead relate to the uniqueness of the property.

*Cleveland Clinic provides services to Weston residents and is unlike any other area in Weston. The property is zoning Hospital, which provides different criteria than the remainder of the City and takes into account the needs of a hospital versus general office uses. Therefore, the conditions of this site are unique and not personal to the owner.*

- (8) The alleged hardship is not self-imposed by the owner, prior owners or by any persons having an interest in the property.

*The hardship is not self-imposed due to the fact that the landscape code requirements are applied City-wide and do not have provisions for the Hospital Zoning district, which is a unique zoning district in the City.*

- (9) The variance granted is the minimum variance necessary for the applicant to make reasonable use of the property.

*The proposed site plan amendment adds 334 new parking spaces to the site for a total of 2,757 parking spaces. The applicant is proposing to have a 10 space surplus of parking spaces over the City required number of spaces to accommodate the future demand. The applicant has additional plans to continue expanding the facility and the excess parking will support future growth. The request to provide a landscape island after 20 parking spaces rather than every 10 spaces is the minimum variance necessary to provide adequate parking spaces for the site.*

#### Project History

- Original Approval: The Site Plan was approved on March 2, 1998.
- Subsequent Actions:
  1. Resolution 2000-03, approved January 18, 2000, site plan amendment.
  2. Resolution 2000-118, approved July 17, 2000, plat note amendment to add 225 hotel rooms to Lot 4, Block 6 of the Park of Commerce Plat.
  3. Resolution 2000-119, approved July 17, 2000, special exception for helipad use.
  4. Resolution 2000-120, approved July 17, 2000, site plan amendment for helipad.
  5. Resolution 2001-43, approved March 19, 2001, variance for freestanding emergency sign.
  6. Resolution 2001-44, approved March 19, 2001, variance for ambulance and emergency sign.
  7. Resolution 2001-62, approved April 16, 2001, denied a sign variance and requested to construct to previously approved signs.
  8. Resolution 2001-63, approved April 16, 2001, variance for two monument signs.
  9. Resolution 2002-187, approved October 7, 2002, site plan amendment to eliminate and replace the existing landscaped median with a drive isle, add handicapped parking spaces and extend existing canopy.

10. Resolution 2005-67 approved May 2, 2005, site plan amendment to construct 76 parking spaces and an area for MRI/PET Scan mobile trailer.
11. Resolution 2005-66, approved May 2, 2005, variance to reduce the required landscape buffer and to eliminate the required five-foot planting strip.
12. Resolution 2008-78, approved June 16, 2008, variance to allow illuminated channel lettering to replace the reverse channel lettering on the existing wall sign on the east elevation and the west elevation.
13. Resolution 2009-24, approved April 6, 2009, site plan amendment to construct a 4,600 square foot addition to the second floor of the hospital portion of the medical campus to accommodate a Post Anesthesia Care Unit (PACU).
14. Ordinance 2011-06, approved June 20, 2011, creation of the Hospital Zoning District.
15. Ordinance 2012-02 approved February 6, 2012, rezoning of approximately 60.746 acres, from Office (O-1) to Hospital Zoning (HZ)
16. Resolution 2013-134 approved November 4, 2013, setback variance for the proposed Cleveland Clinic Neurology Institute and Cancer Institute Building.
17. Resolution 2013-135 approved November 4, 2013, foundation planting variance for the proposed Cleveland Clinic Neurology Institute and Cancer Institute Building.
18. Resolution 2013-136 approved November 4, 2013, site plan application to build a 143,431 square foot, 92 foot high, five story medical office building.
19. Resolution 2014-62 approved July 2, 2014, variance application to waive landscaping requirements for a parking lot to function solely as vehicular storage.
20. Resolution 2014-63 approved July 2, 2014, variance application to waive off-street parking and loading requirements for a parking lot to function solely as vehicular storage.
21. Resolution 2014-64 approved July 2, 2014, site plan amendment to construct a parking lot to serve as vehicle storage for the proposed Rick Case Alfa Romeo dealership
22. Resolution 2014-80 approved August 18, 2014, a variance from Chapter 123 of the Code of Ordinances of the City, Landscaping, to waive certain landscaping requirements for proposed parking improvements in the north parking lot.
23. Resolution 2014-81 approved August 18, 2014, a site plan amendment for two new parking lots.
24. Resolution 2014-113 approved September 29, 201, site plan amendment for a 7,975 square foot Interventional Radiology (IR) Annex Building.

- **Current Code Violations:**

1. Pending case: # 16010134 – Failure to finalize close out package.

- **Related Applications:**

1. Site Plan Amendment application for a relocated heliport and to construct two new parking lots.
2. Landscape Buffer Variance.

Honorable Mayor and City Commissioners  
Memorandum No. 16-8643 CGA  
Page 5 of 5

Staff Recommendation: Consideration

Exhibits:

1. Application & Business Owner Affidavit
2. Location Map
3. Resolutions



CITY OF WESTON, PLANNING AND ZONING DEPARTMENT  
 C/O CALVIN, GIORDANO & ASSOCIATES, INC.  
 1800 ELLER DRIVE, SUITE 600  
 FORT LAUDERDALE, FLORIDA 33316

**PETITION FOR ZONING VARIANCE**  
 PURSUANT TO CODE OF ORDINANCES §124.80, §124.82 AND CHAPTER 125

The undersigned presents its Petition to the City Commission of the City of Weston, Florida for a Zoning Variance under the Zoning Regulations of the City of Weston as follows:

Section No. 20 Zoning District HZ- Hospital  
 Lot No. \_\_\_\_\_ Block No. \_\_\_\_\_ Subdivision \_\_\_\_\_  
 Address South Commerce Parkway and Cleveland Clinic Boulevard

- Name of Petitioner Cleveland Clinic Florida Health System a Non Profit Corporation
- Petitioner's Interest (Owner, Lessee, etc.) Owner
- Project Name Parking Lot J
- Has a previous petition been filed on this property? No If yes, give date of hearing and finding \_\_\_\_\_

5. Existing Land Use Empty lot Existing Zoning HZ  
 Current Use of Site Temporary Parking

6. Explain how this petition meets necessary criteria (refer to §124.80(A). Use additional sheet, if necessary.  
Requesting variation approval from Section 123.14 (B) (3)- Interior Islands in a portion of the  
North Parking so that an enhanced landscape layout can be achieved. Median planting would be a  
similar arrangement to existing planting at the adjacent parking lot I, which was completed  
under a similar variance approval. Proposing 1 island provided every 20 parking spaces.

I/we certify on 21 day of April, 2016, that the property is not subject to a pending code violation.

[Signature]  
 Petitioner's Signature

[Signature]  
 Owner's Signature (required)

Mike Chesser, PE  
 Print Petitioner's Name  
3100 Weston Road  
 Address  
Weston, FL 33331  
 City, State, Zip  
 Phone (954) 689-5046  
 Fax \_\_\_\_\_

Osmel Delgado  
 Print Owner's Name  
3100 Weston Road  
 Address  
Weston, FL 33331  
 City, State, Zip  
 Phone (954) 689 5823  
 Fax \_\_\_\_\_

DEPARTMENT USE ONLY

Date Received \_\_\_\_\_  
 Agenda \_\_\_\_\_

Fee Paid \_\_\_\_\_  
 Receipt No. \_\_\_\_\_

**Variance Criteria and Response:**

124.80 It is the responsibility of the Applicant to submit documentation that addresses the following criteria. The Applicant shall have the burden of proof which shall include the burden of going forward with the evidence and the burden of persuasion on all questions of fact which are to be determined by the City Commission.

124.80 (A)(1) The subject property has unique and special conditions, not applying generally to other properties in the same zoning district, which occasion the necessity for the petitioned variance.

**Response:** Refer to attached document

124.80 (A)(2) The Development resulting from the granting of such variance shall be in harmony with the policies embodied within the City Comprehensive Plan.

**Response:** Refer to attached document

124.80 (A)(3) The granting of such variance shall be consistent with the general purpose and intent of the applicable zoning district regulations governing the property on which approval is granted.

**Response:** Refer to attached document

124.80 (A)(4) The granting of such variance shall not adversely affect the Use or Development of neighboring properties in accordance with the applicable zoning district regulations nor hinder or discourage appropriate Development and Use of adjacent or nearby land and/or Buildings or impair the value thereof.

**Response:** Refer to attached document

124.80 (A)(5) The literal and strict enforcement of the applicable provisions of the Land Use Regulations or other provisions of the City Code would result in undue or unnecessary hardship to the Applicant and would deprive the Applicant of rights commonly enjoyed by the owners of other property in the zoning district.

**Response:** Refer to attached document

124.80 (A)(6) The granting of the requested variance will provide substantial justice and not be contrary to the public interest as reflected in the applicable regulations.

**Response:** Refer to attached document

124.80 (A)(7) The need for the variance does not arise from conditions that are personal to the Owner but instead relate to the uniqueness of the property.

**Response:** Refer to attached document

124.80 (A)(8) The alleged hardship is not self-imposed by the Owner, prior owners or by any Person having an interest in the property.

*Response:* Refer to attached document

124.80 (A)(9) The variance granted is the minimum variance necessary for the Applicant to make reasonable Use of the property.

*Response:* Refer to attached document



**APPLICANT REPRESENTATIVE AFFIDAVIT**

(MUST BE COMPLETED BY PROPERTY OWNER AND EACH APPLICANT REPRESENTATIVE)

STATE OF FLORIDA       )  
COUNTY OF BROWARD    )

Before me, the undersigned authority, personally appeared the affiant who, upon first being duly sworn, deposes and says:

(FOR INDIVIDUAL APPLICANTS)

1(a). I am the owner of the property described below, and have submitted the following application to the City of Weston:

Name of Applicant \_\_\_\_\_

Application for:  Land Use Plan Amendment    Rezoning    Special Exception    Zoning Variance  
 Site Plan Approval    Site Plan Amendment    Plat Approval    Plat Amendment

Property Location \_\_\_\_\_

CG&A Permit Process Number \_\_\_\_\_

(FOR ENTITY APPLICANTS)

Cleveland Clinic Florida  
Health System- a Non-Profit

1(b). I am the Owner's Rep (position) of Corporation (name of entity "Applicant") that owns the property described below, and has submitted an application to the City of Weston, and I have the authority to file this affidavit and to bind the Applicant.

Name of Applicant Cleveland Clinic Florida Health System a Non Profit Corporation

Application for:  Land Use Plan Amendment    Rezoning    Special Exception    Zoning Variance  
 Site Plan Approval    Site Plan Amendment    Plat Approval    Plat Amendment

Property Location 3100 Weston Road, Weston, Florida 33331

CG&A Permit Process Number \_\_\_\_\_

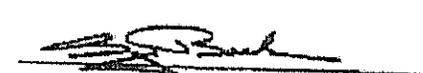
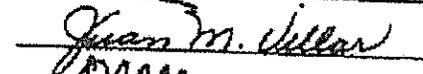
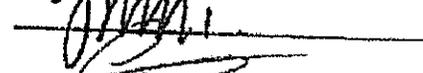
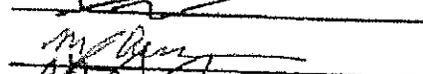
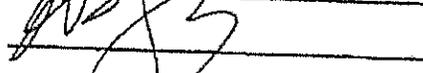
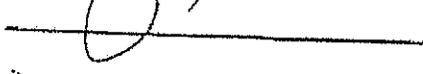
2. The Applicant acknowledges that Section 125.04(C)(1) of the Land Development Code of the City of Weston requires that any applicant for a development permit must disclose "all persons representing the individual or entity applying for the development permit in connection with the application, including, but not limited to, all attorneys, architects, landscape architects, engineers and lobbyists."

It has any Business Relationships with any member of the City Commission or any City Advisory Board, and, if so, disclose the identity of the member with which it has a Business Relationship and the nature of the Business Relationship." *Business Relationship is defined as:*

*Business Relationship:* a member of the City Commission or a City Advisory Board has a business relationship with a person or an entity if any of the following exist:

- a) the member of the City Commission or City Advisory Board has any ownership interest, directly or indirectly, in excess of 1% in the entity; or
- b) the member of the City Commission or City Advisory Board is a partner, co-shareholder or joint venturer with the person in any business venture;
- c) the entity or person is a client of the member of the City Commission or City Advisory Board, or a client of another professional working from the same office and for the same employer as the member of the City Commission or City Advisory Board;
- d) the member of the City Commission or City Advisory Board is a client of the entity or the person;
- e) the entity or person is a customer of the member of the City Commission or City Advisory Board (or his/her employer) and transacts more than 5% of the business in a given calendar year of the member of the City Commission or City Advisory Board (or his/her employer) or more than \$25,000 of business in a given calendar year; or
- f) the member of the City Commission or City Advisory Board is a customer of the entity or the person and transacts more than 5% of the business in a given calendar year of the entity or person or more than \$25,000 of business in a given calendar year.

The following is a complete list of the Applicant, the property owner and all persons representing the Applicant in connection with the application including, but not limited to, all attorneys, architects, landscape architects, engineers, lobbyists, tenants and/or contract purchasers:

Name (print)	Business Relationship		Signature
	Yes*	No	
a) <u>Lynn Boeke, AIA Leed BD+C</u>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
b) <u>Juan M. Villar P.E.</u>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
c) <u>Simon Beer R.L.A.</u>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
d) <u>Tony Esposito P.E.</u>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
e) <u>Mike Chesser P.E.</u>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
f) <u>Osmel Delgado</u>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
g) _____	<input type="checkbox"/>	<input type="checkbox"/>	_____

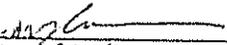
\* If yes, then identified person shall fill out a Business Relationship Affidavit

4. The Applicant agrees that he/she/it will be bound by any statements, representations and promises made in connection with the Application by any of the individuals identified above.

5. The Applicant acknowledges that Section 125.04(C)(3) of the Land Development Code requires this information to be updated "If, at any time prior to City Commission consideration of an application for a development permit, the information contained in any Applicant Representative Affidavit or Business Relationship Affidavit becomes incorrect or incomplete, the person or entity submitting the affidavit must supplement the affidavit and, if the supplementation requires the submission of additional Applicant Representative Affidavits or Business Relationship Affidavits, ensure

5. The Applicant acknowledges that Section 125.04(C)(3) of the Land Development Code requires this information to be updated "If, at any time prior to City Commission consideration of an application for a development permit, the information contained in any Applicant Representative Affidavit or Business Relationship Affidavit becomes incorrect or incomplete, the person or entity submitting the affidavit must supplement the affidavit and, if the supplementation requires the submission of additional Applicant Representative Affidavits or Business Relationship Affidavits, ensure that such affidavits are also filed." The Applicant further understands that "If any supplementary affidavits are submitted less than fourteen days before the application is scheduled for consideration by the City Commission or any City Advisory Board, the application may be withdrawn by the City Manager, or his designee, and placed on a subsequent agenda."

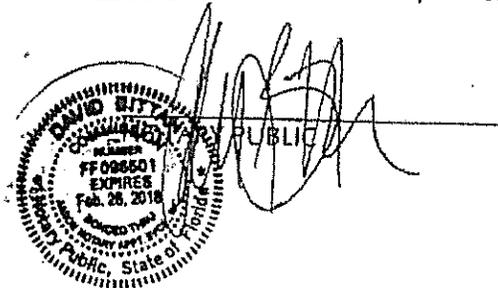
Further the affiant sayeth naught.

  
(Signature of Applicant)

Mike Chesser  
(Print Name)

SWORN TO AND SUBSCRIBED before me this 4<sup>th</sup> day of April, 2016 by \_\_\_\_\_ (Affiant), who is personally known to me or has produced \_\_\_\_\_ as identification.

My commission expires: \_\_\_\_\_  
Commission No.: \_\_\_\_\_



- (1) The subject property has unique and special conditions, not applying generally to other properties in the same zoning district, which occasion the necessity for the petitioned variance.

*The site plan amendment includes the construction of a new parking lot, but it also includes the modification and addition of parking islands (refer to enclosed exhibit A). The proposed islands will provide improved landscaping and provide the needed additional parking for the site, although the islands are proposed to be provided for every 20 parking spaces, rather than every 10 parking spaces for the western perimeter row of parking.*

- (2) The development resulting from the granting of such variance shall be in harmony with the policies embodied within the City Comprehensive Plan.

*The granting of this variance will provide the necessary parking for the ED/ICU building by maximizing the number of parking spaces available and will be in compliance with the City's Comprehensive Plan.*

- (3) The granting of such variance shall be consistent with the general purpose and intent of the applicable zoning district regulations governing the property on which approval is granted.

*As the site has evolved, it is clear that the parking demands exceed the requirements. The proposed site plan provides the required amount of landscaping within the parking lot area, but is requesting a variance to exceed the requirement to provide a landscape island every 20 parking spaces for the western perimeter row of parking (refer to enclosed exhibit A). This will assist in maximizing parking, which is generally consistent with the zoning district.*

- (4) The granting of such variance shall not adversely affect the use or development of neighboring properties in accordance with the applicable zoning district regulations nor hinder or discourage appropriate development and use of adjacent or nearby land and/or buildings or impair the value thereof.

*The granting of the variance is not expected to impact the neighboring properties*

- (5) The literal and strict enforcement of the applicable provisions of the Land Use Regulations or other provisions of the city code would result in undue or unnecessary hardship to the applicant and would deprive the applicant of rights commonly enjoyed by the owners of other property in the zoning district.

*To maximize the number of parking spaces provided on site, the proposed plan has one island every 20 spaces rather than one every 10 spaces for the western perimeter row of parking (refer to enclosed exhibit A). The new parking layout provides a wider divider medians, which provide additional square feet of landscape area. This exceeds the code requirements for landscaping in the parking lot.*

- (6) The granting of the requested variance will provide substantial justice and not be contrary to the public interest as reflected in the applicable regulations.

*This variance will permit additional parking spaces, therefore reducing parking outside of designated parking spaces, to be in the best interest of the public.*

- (7) The need for the variance does not arise from conditions which are personal to the owner but instead relate to the uniqueness of the property.

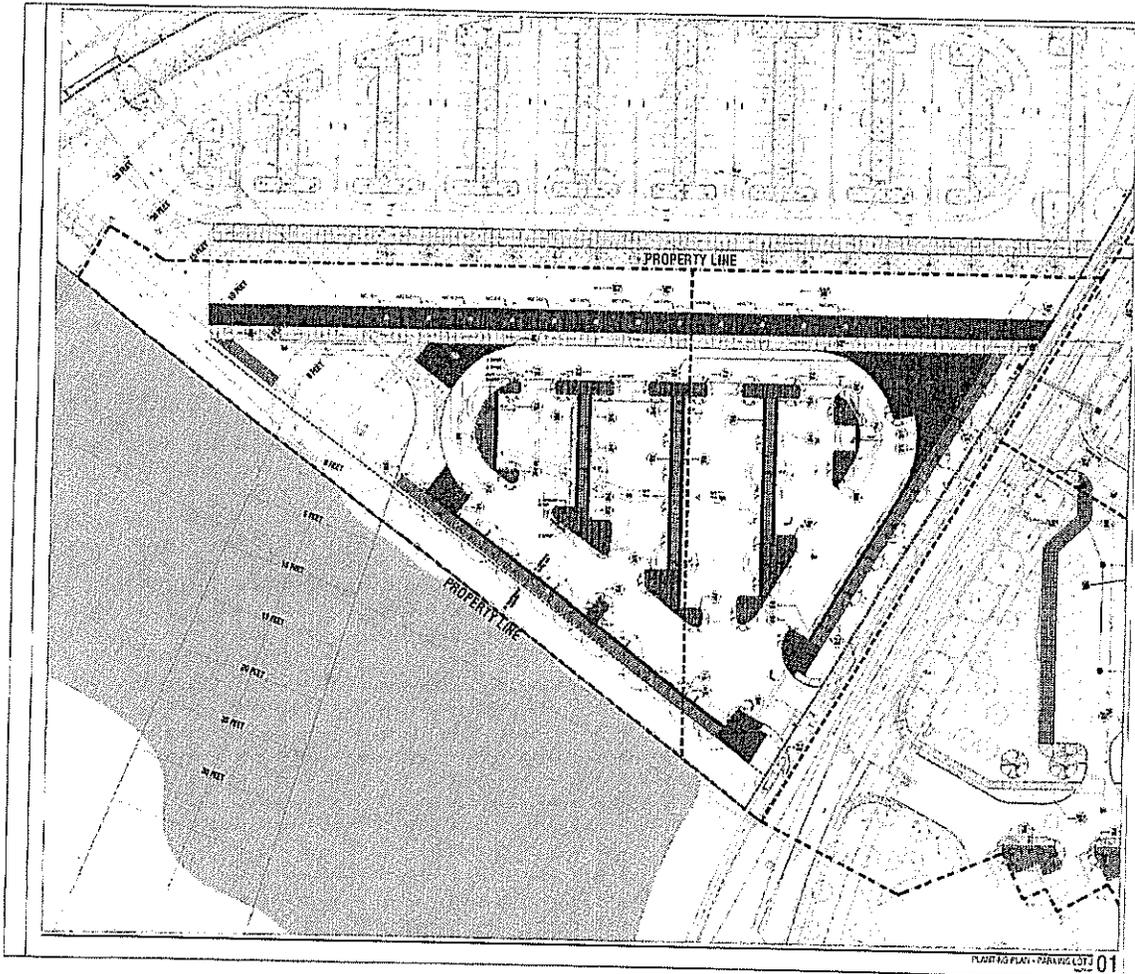
*The placement of the Islands every 20 spaces will provide additional parking to meet the needs of the site.*

- (8) The alleged hardship is not self-imposed by the owner, prior owners or by any persons having an interest in the property.

*The hardship is not self-imposed.*

**The variance granted is the minimum variance necessary for the applicant to make reasonable use of the property.**

*The requested variance to provide a landscape island every 20 spaces rather than every 10 spaces is the minimum necessary to provide adequate parking spaces for this parking lot.*



PLANNING PLAN - PARKING LOTS 01

Lot J Variance Exhibit

THE CITY OF WESTON  
CLEVELAND CLINIC PARKING LOT EXPANSION  
3100 WESTON ROAD



Print Date: 04-24-2019  
Map #: WL-06-54R



0 125 250 500  
Feet

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# AGENDA ITEM SUMMARY

**MEETING DATE:** May 16, 2016

**AGENDA ITEM NO.:** 7

**FOR:**

City of Weston    Indian Trace Development District    Bonaventure Development District

**TITLE:**

A Resolution of the City Commission of the City of Weston, Florida, considering Application No. 14-8644, a variance from Chapter 123 of the Code of Ordinances of the City, Landscaping, to waive certain landscaping requirements for a portion of the buffer in Parking Lot J for Cleveland Clinic's proposed helipad improvements, for the property located at 3100 Weston Road, Weston, Florida.

***Cleveland Clinic Landscape Buffer Variance***

**SUMMARY EXPLANATION & BACKGROUND:**

Application No. 14-8644 has been submitted by Michael Chesser, Owner's Representative from the Office of Construction for and on behalf of Cleveland Clinic Florida, has submitted a completed Application No. 16-8644 for a variance from the provision of Chapter 123 of the Code of Ordinances of the City, Landscaping, to waive the landscaping requirements in Section 123.14(A)(1)(a), which requires a 10 foot perimeter landscape buffer. Cleveland Clinic's proposed helipad improvements will require a certain diameter of clearance, which will not permit the installation of the continuous buffer. The variance is only requested for a portion of the buffer in Parking Lot J.

**REQUESTED ACTION:**

Consideration.

**EXHIBITS (LIST):** (i) Resolution, and (ii) Staff Memorandum dated May 16, 2016 (*Documents listed under Project History, Subsequent Actions, and referenced as Exhibits are available from the Office of the City Clerk, upon request*)

**PREPARED BY:**

Sarah Sinatra Gould, AICP  
Director of Development Services

**PETITIONER/REPRESENTATIVE:**

Michael Chesser, Owners Representative from the Office of Construction for and on behalf of Cleveland Clinic Florida

**RECOMMENDED FOR CONSIDERATION BY:**

John R. Flint, City Manager  
Jamie Alan Cole, City Attorney  
Sarah Sinatra Gould, AICP  
Director of Development Services

**FUNDING SOURCE:**

Cost Recovery

**VOTING REQUIRED FOR PASSAGE:**

Majority    Majority Plus One    Unanimous

**COMMISSION ACTION:**

	M	2	Y	N		
					Approved as presented	
Commissioner Norton					Approved as amended	
Commissioner Feuer					Approved with conditions	
Commissioner Kallman					Continued to	
Commissioner Gomez					Deferred to	
Mayor Stermer					To deny	

*Notes:*

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**CITY OF WESTON, FLORIDA**  
**RESOLUTION NO. 2016-\_\_**

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WESTON, FLORIDA, CONSIDERING APPLICATION NO. 14-8644, A VARIANCE FROM CHAPTER 123 OF THE CODE OF ORDINANCES OF THE CITY, LANDSCAPING, TO WAIVE CERTAIN LANDSCAPING REQUIREMENTS FOR A PORTION OF THE BUFFER IN PARKING LOT J FOR CLEVELAND CLINIC'S PROPOSED HELIPAD IMPROVEMENTS, FOR THE PROPERTY LOCATED AT 3100 WESTON ROAD, WESTON, FLORIDA.

WHEREAS, First, Michael Chesser, Owner's Representative from the Office of Construction for and on behalf of Cleveland Clinic Florida, has submitted a completed Application No. 16-8644 for a variance from the provision of Chapter 123 of the Code of Ordinances of the City, Landscaping, to waive the landscaping requirements in Section 123.14(A)(1)(a), which requires a 10 foot perimeter landscape buffer, for the proposed helipad improvements for a portion of Parking Lot J, for the property located at 3100 Weston Road; and

WHEREAS, Second, the request is for a waiver of Section 123.14(A)(1)(a), which requires a 10 foot perimeter landscape buffer for all developments abutting rights-of-way, to allow for a proposed helipad improvement which requires a certain diameter of clearance, which will not permit the installation of the continuous buffer, and the variance is only requested for a portion of the buffer in Parking Lot J; and

WHEREAS, Third, the City Commission may grant a variance petition in accordance with the provisions of Section 124.80 of the Code of Ordinances of the City; and

WHEREAS, Fourth, the City's Departments have reviewed the variance application and forwarded their comments to the City Manager; and

WHEREAS, Fifth, the notice requirements have been complied with; and

WHEREAS, Sixth, the City Manager recommends the City Commission consider the application.

NOW, THEREFORE, BE IT RESOLVED by the City Commission of the City of Weston, Florida:

Section 1: The foregoing recitals contained in the preamble to this Resolution are incorporated by reference herein.

Section 2: Application No. 14-8644 for a variance from the provisions of Chapter 123 of the Code of Ordinances of the City, Landscaping, to waive the landscaping requirements in Section 123.14(A)(1)(a), which requires a 10 foot perimeter landscape buffer for all developments abutting rights-of-way, to allow for a proposed helipad improvement which requires a certain diameter of clearance, which will not permit the installation of the continuous buffer, for the proposed helipad improvements for a portion of Parking Lot J, for the property located at 3100 Weston Road, is in/is not in compliance with the requirements of Section 124.80 to grant a variance.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WESTON, FLORIDA, CONSIDERING APPLICATION NO. 14-8644, A VARIANCE FROM CHAPTER 123 OF THE CODE OF ORDINANCES OF THE CITY, LANDSCAPING, TO WAIVE CERTAIN LANDSCAPING REQUIREMENTS FOR A PORTION OF THE BUFFER IN PARKING LOT J FOR CLEVELAND CLINIC'S PROPOSED HELIPAD IMPROVEMENTS, FOR THE PROPERTY LOCATED AT 3100 WESTON ROAD, WESTON, FLORIDA.

Section 3: Application No. 14-8644 for a variance from the provisions of Chapter 123 of the Code of Ordinances of the City, Landscaping, to waive the landscaping requirements in Section 123.14(A)(1)(a), which requires a 10 foot perimeter landscape buffer for all developments abutting rights-of-way, to allow for a proposed helipad improvement which requires a certain diameter of clearance, which will not permit the installation of the continuous buffer, for the proposed helipad improvements for a portion of Parking Lot J, for the property located at 3100 Weston Road, is approved/denied subject to the following conditions:

1. The issuance of a development permit by the City does not in any way create any right on the part of an applicant to obtain a permit from a state or federal agency and does not create any liability on the part of the City for issuance of the permit if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes actions that result in a violation of state or federal law. In addition, all applicable state and federal permits shall be obtained by the applicant before commencement of the development.
2. The related Site Plan Amendment is contingent upon the approval of this variance from Section 123.14(A)(1)(a).

Section 4: This Resolution shall take effect upon its adoption.

ADOPTED by the City Commission of the City of Weston, Florida, this 16<sup>th</sup> day of May 2016.

\_\_\_\_\_  
Daniel J. Stermer, Mayor

ATTEST:

\_\_\_\_\_  
Patricia A. Bates, City Clerk

Approved as to form and legality  
for the use of and reliance by the  
City of Weston only:

\_\_\_\_\_  
Jamie Alan Cole, City Attorney

Roll Call:

Commissioner Norton	_____
Commissioner Feuer	_____
Commissioner Kallman	_____
Commissioner Gomez	_____
Mayor Stermer	_____

This Resolution was filed in the  
Office of the City Clerk on this  
\_\_\_\_\_ day of May 2016

\_\_\_\_\_  
Patricia A. Bates, City Clerk



# MEMORANDUM

**TO:** Honorable Mayor and Commissioners  
**THRU:** John R. Flint, City Manager  
**FROM:** Sarah Sinatra Gould, AICP, Director of Development Services  
**CC:** David E. Keller, Assistant City Manager/CFO  
Jamie Alan Cole, City Attorney  
Patricia A. Bates, MMC, City Clerk  
**DATE:** May 16, 2016  
**RE:** Cleveland Clinic Landscape Buffer Variance  
**NO:** 16-8644

---

**Requested Action:** Michael Chesser, Owners Representative from the Office of Construction for and on behalf of Cleveland Clinic Florida, has submitted a Variance application from the landscape requirements in §123.14 (A)(1)(a), which requires a 10 foot perimeter landscape buffer. Cleveland Clinic's proposed helipad improvements will require a certain diameter of clearance, which will not permit the installation of the continuous buffer. The variance is only requested for a portion of the buffer in Parking Lot J .

**Name:** Cleveland Clinic Parking Lot Expansion

**Owner:** Cleveland Clinic Florida Health System (a Florida nonprofit corporation)

**Submitted by:** Michael Chesser, Owners Representative for Cleveland Clinic

**Location:** 3100 Weston Road

**Zoning:** Hospital Zoning (HZ) District

**Land Use:** Industrial

**Folio:** 5040 17 02 0600

**Code Section:** *§123.14 (A)(1)(a), Minimum perimeter buffer width. For a right-of-way under 50 feet in width, a minimum 10 foot landscape buffer shall be required.*

**Staff Evaluation for Special Exception or Variance:**

§124.80 (A) Requires the following City Commission findings. (Staff evaluations are in italics below):

- (1) The subject property has unique and special conditions, not applying generally to other properties in the same zoning district, which occasion the necessity for the petitioned variance.**

*The Hospital Zoning district is specific to the Cleveland Clinic site as it functions differently than any other site in the City. A helipad is essential for the operations of the hospital. No other property in the City has similar conditions.*

- (2) The development resulting from the granting of such variance shall be in harmony with the policies embodied within the City Comprehensive Plan.**

*The development is in harmony with the policies of the Comprehensive Plan. The land use is Industrial, which permits hospital uses.*

- (3) The granting of such variance shall be consistent with the general purpose and intent of the applicable zoning district regulations governing the property on which approval is granted.**

*The granting of the variance is consistent with the general purpose and intent of the applicable zoning regulations. The type and quantity of landscape materials being provided comply with all other requirements of the landscape code.*

- (4) The granting of such variance shall not adversely affect the use or development of neighboring properties in accordance with the applicable zoning district regulations nor hinder or discourage appropriate development and use of adjacent or nearby land and/or buildings or impair the value thereof.**

*The adjacent properties are owned by the Cleveland Clinic and the Dan Marino Children's Hospital and therefore will not impact the neighbors.*

- (5) The literal and strict enforcement of the applicable provisions of the Land Use Regulations or other provisions of the city code would result in undue or unnecessary hardship to the applicant and would deprive the applicant of rights commonly enjoyed by the owners of other property in the zoning district.**

*In order to provide a safe and clear means of access to the helipad, the helipad will encroach 10 feet into the perimeter buffer. This buffer is adjacent to a lake maintenance easement. Landscape materials may interfere with helicopter access. The strict and literal interpretation of the code would make it impossible to establish the helicopter pad at this location.*

- (6) The granting of the requested variance will provide substantial justice and not be contrary to the public interest as reflected in the applicable regulations.**

*The request will not be contrary to the public interest. The granting of the variance will provide emergency transport through a helipad at Cleveland Clinic, which is a benefit to the City of Weston's residents.*

- (7) The need for the variance does not arise from conditions which are personal to the owner but instead relate to the uniqueness of the property.**

*Cleveland Clinic provides services to Weston residents and is unlike any other area in Weston. The property is zoning Hospital, which provides different criteria than the remainder of the City and takes into account the needs of a hospital versus general office uses. Therefore, the conditions of this site are unique and not personal to the owner.*

- (8) The alleged hardship is not self-imposed by the owner, prior owners or by any persons having an interest in the property.**

*The hardship is not self-imposed due to the fact that the landscape code requirements are applied City-wide and do not have provisions for the Hospital Zoning district, which is a unique zoning district in the City.*

- (9) The variance granted is the minimum variance necessary for the applicant to make reasonable use of the property.**

*The requested variance allows the helipad to encroach into a portion of the landscape buffer. This is the minimum variance necessary to allow the construction of the helipad.*

### **Project History**

- **Original Approval:** The Site Plan was approved on March 2, 1998.
- **Subsequent Actions:**
  1. Resolution 2000-03, approved January 18, 2000, site plan amendment.
  2. Resolution 2000-118, approved July 17, 2000, plat note amendment to add 225 hotel rooms to Lot 4, Block 6 of the Park of Commerce Plat.
  3. Resolution 2000-119, approved July 17, 2000, special exception for helipad use.
  4. Resolution 2000-120, approved July 17, 2000, site plan amendment for helipad.
  5. Resolution 2001-43, approved March 19, 2001, variance for freestanding emergency sign.
  6. Resolution 2001-44, approved March 19, 2001, variance for ambulance and emergency sign.
  7. Resolution 2001-62, approved April 16, 2001, denied a sign variance and requested to construct to previously approved signs.
  8. Resolution 2001-63, approved April 16, 2001, variance for two monument signs.
  9. Resolution 2002-187, approved October 7, 2002, site plan amendment to eliminate and replace the existing landscaped median with a drive isle, add handicapped parking spaces and extend existing canopy.
  10. Resolution 2005-67 approved May 2, 2005, site plan amendment to construct 76 parking spaces and an area for MRI/PET Scan mobile trailer.
  11. Resolution 2005-66, approved May 2, 2005, variance to reduce the required landscape buffer and to eliminate the required five-foot planting strip.
  12. Resolution 2008-78, approved June 16, 2008, variance to allow illuminated channel lettering to replace the reverse channel lettering on the existing wall sign on the east elevation and the west elevation.
  13. Resolution 2009-24, approved April 6, 2009, site plan amendment to construct a 4,600 square foot addition to the second floor of the hospital portion of the medical campus to accommodate a Post Anesthesia Care Unit (PACU).
  14. Ordinance 2011-06, approved June 20, 2011, creation of the Hospital Zoning District.
  15. Ordinance 2012-02 approved February 6, 2012, rezoning of approximately 60.746 acres, from Office (O-1) to Hospital Zoning (HZ)
  16. Resolution 2013-134 approved November 4, 2013, setback variance for the proposed Cleveland Clinic Neurology Institute and Cancer Institute Building.
  17. Resolution 2013-135 approved November 4, 2013, foundation planting variance for the proposed Cleveland Clinic Neurology Institute and Cancer Institute Building.

18. Resolution 2013-136 approved November 4, 2013, site plan application to build a 143,431 square foot, 92 foot high, five story medical office building.
19. Resolution 2014-62 approved July 2, 2014, variance application to waive landscaping requirements for a parking lot to function solely as vehicular storage.
20. Resolution 2014-63 approved July 2, 2014, variance application to waive off-street parking and loading requirements for a parking lot to function solely as vehicular storage.
21. Resolution 2014-64 approved July 2, 2014, site plan amendment to construct a parking lot to serve as vehicle storage for the proposed Rick Case Alfa Romeo dealership
22. Resolution 2014-80 approved August 18, 2014, a variance from Chapter 123 of the Code of Ordinances of the City, Landscaping, to waive certain landscaping requirements for proposed parking improvements in the north parking lot.
23. Resolution 2014-81 approved August 18, 2014, a site plan amendment for two new parking lots.
24. Resolution 2014-113 approved September 29, 201, site plan amendment for a 7,975 square foot Interventional Radiology (IR) Annex Building.

• **Current Code Violations:**

1. Pending case: # 16010134 – Failure to finalize close out package.

• **Related Applications:**

1. Site Plan Amendment application for a relocated heliport and to construct two new parking lots.
2. Landscape Island Variance

**Staff Recommendation:** Consideration

**Exhibits:**

1. Application & Business Owner Affidavit
2. Location Map
3. Resolutions



CITY OF WESTON, PLANNING AND ZONING DEPARTMENT  
 C/O CALVIN, GIORDANO & ASSOCIATES, INC.  
 1800 ELLER DRIVE, SUITE 600  
 FORT LAUDERDALE, FLORIDA 33316

## PETITION FOR ZONING VARIANCE

PURSUANT TO CODE OF ORDINANCES 5124.80, 5124.82 AND CHAPTER 125

The undersigned presents its Petition to the City Commission of the City of Weston, Florida for a Zoning Variance under the Zoning Regulations of the City of Weston as follows:

Section No. 20 Zoning District HZ- Hospital  
 Lot No. \_\_\_\_\_ Block No. \_\_\_\_\_ Subdivision \_\_\_\_\_  
 Address South Commerce Parkway and Cleveland Clinic Boulevard

1. Name of Petitioner Cleveland Clinic Florida Health System a Non Profit Corporation
2. Petitioner's Interest (Owner, Lessee, etc.) Owner
3. Project Name Parking Lot J
4. Has a previous petition been filed on this property? No If yes, give date of hearing and finding \_\_\_\_\_

5. Existing Land Use Empty lot Existing Zoning HZ  
 Current Use of Site Temporary Parking

6. Explain how this petition meets necessary criteria (refer to §124.80(A)). Use additional sheet, if necessary.  
Requesting variation approval from Section 123.14 (B) (3)- Interior Islands in a portion of the North Parking so that an enhanced landscape layout can be achieved. Median planting would be a similar arrangement to existing planting at the adjacent parking lot I, which was completed under a similar variance approval. Proposing 1 island provided every 20 parking spaces.

I/we certify on 21 day of APRIL, 2016, that the property is not subject to a pending code violation.

[Signature]  
 Petitioner's Signature

[Signature]  
 Owner's Signature (required)

Mike Chesser, PE  
 Print Petitioner's Name  
3100 Weston Road  
 Address  
Weston, FL 33331  
 City, State, Zip  
 Phone (954) 689-5046  
 Fax \_\_\_\_\_

Osmel Delgado  
 Print Owner's Name  
3100 Weston Road  
 Address  
Weston, FL 33331  
 City, State, Zip  
 Phone (954) 689 5823  
 Fax \_\_\_\_\_

DEPARTMENT USE ONLY

Date Received \_\_\_\_\_  
 Agenda \_\_\_\_\_

Fee Paid \_\_\_\_\_  
 Receipt No. \_\_\_\_\_

**Variance Criteria and Response:**

124.80 It is the responsibility of the Applicant to submit documentation that addresses the following criteria. The Applicant shall have the burden of proof which shall include the burden of going forward with the evidence and the burden of persuasion on all questions of fact which are to be determined by the City Commission.

124.80 (A)(1) The subject property has unique and special conditions, not applying generally to other properties in the same zoning district, which occasion the necessity for the petitioned variance.

**Response:** Refer to attached document

124.80 (A)(2) The Development resulting from the granting of such variance shall be in harmony with the policies embodied within the City Comprehensive Plan.

**Response:** Refer to attached document

124.80 (A)(3) The granting of such variance shall be consistent with the general purpose and intent of the applicable zoning district regulations governing the property on which approval is granted.

**Response:** Refer to attached document

124.80 (A)(4) The granting of such variance shall not adversely affect the Use or Development of neighboring properties in accordance with the applicable zoning district regulations nor hinder or discourage appropriate Development and Use of adjacent or nearby land and/or Buildings or impair the value thereof.

**Response:** Refer to attached document

124.80 (A)(5) The literal and strict enforcement of the applicable provisions of the Land Use Regulations or other provisions of the City Code would result in undue or unnecessary hardship to the Applicant and would deprive the Applicant of rights commonly enjoyed by the owners of other property in the zoning district.

**Response:** Refer to attached document

124.80 (A)(6) The granting of the requested variance will provide substantial justice and not be contrary to the public interest as reflected in the applicable regulations.

**Response:** Refer to attached document

124.80 (A)(7) The need for the variance does not arise from conditions that are personal to the Owner but instead relate to the uniqueness of the property.

**Response:** Refer to attached document

124.80 (A)(8) The alleged hardship is not self-imposed by the Owner, prior owners or by any Person having an interest in the property.

*Response:* Refer to attached document

124.80 (A)(9) The variance granted is the minimum variance necessary for the Applicant to make reasonable Use of the property.

*Response:* Refer to attached document



**APPLICANT REPRESENTATIVE AFFIDAVIT**

(MUST BE COMPLETED BY PROPERTY OWNER AND EACH APPLICANT REPRESENTATIVE)

STATE OF FLORIDA       )  
COUNTY OF BROWARD   )

Before me, the undersigned authority, personally appeared the affiant who, upon first being duly sworn, deposes and says:

(FOR INDIVIDUAL APPLICANTS)

1(a). I am the owner of the property described below, and have submitted the following application to the City of Weston:

Name of Applicant \_\_\_\_\_

Application for:  Land Use Plan Amendment    Rezoning    Special Exception    Zoning Variance  
 Site Plan Approval    Site Plan Amendment    Plat Approval    Plat Amendment

Property Location \_\_\_\_\_

CG&A Permit Process Number \_\_\_\_\_

(FOR ENTITY APPLICANTS)

Cleveland Clinic Florida  
Health System- a Non-Profit

1(b). I am the Owner's Rep (position) of Corporation (name of entity "Applicant") that owns the property described below, and has submitted an application to the City of Weston, and I have the authority to file this affidavit and to bind the Applicant.

Name of Applicant Cleveland Clinic Florida Health System a Non Profit Corporation

Application for:  Land Use Plan Amendment    Rezoning    Special Exception    Zoning Variance  
 Site Plan Approval    Site Plan Amendment    Plat Approval    Plat Amendment

Property Location 3100 Weston Road, Weston, Florida 33331

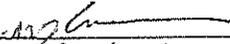
CG&A Permit Process Number \_\_\_\_\_

2. The Applicant acknowledges that Section 125.04(C)(1) of the Land Development Code of the City of Weston requires that any applicant for a development permit must disclose "all persons representing the individual or entity applying for the development permit in connection with the application, including, but not limited to, all attorneys, architects, landscape architects, engineers and lobbyists."



5. The Applicant acknowledges that Section 125.04(C)(3) of the Land Development Code requires this information to be updated "If, at any time prior to City Commission consideration of an application for a development permit, the information contained in any Applicant Representative Affidavit or Business Relationship Affidavit becomes incorrect or incomplete, the person or entity submitting the affidavit must supplement the affidavit and, if the supplementation requires the submission of additional Applicant Representative Affidavits or Business Relationship Affidavits, ensure that such affidavits are also filed." The Applicant further understands that "If any supplementary affidavits are submitted less than fourteen days before the application is scheduled for consideration by the City Commission or any City Advisory Board, the application may be withdrawn by the City Manager, or his designee, and placed on a subsequent agenda."

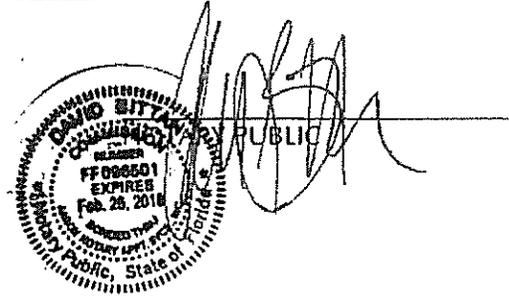
Further the affiant sayeth naught.

  
(Signature of Applicant)

Mike Chesser  
(Print Name)

SWORN TO AND SUBSCRIBED before me this 4<sup>th</sup> day of April, 2016 by \_\_\_\_\_ (Affiant), who is personally known to me or has produced \_\_\_\_\_ as identification.

My commission expires: \_\_\_\_\_  
Commission No.: \_\_\_\_\_



- (1) The subject property has unique and special conditions, not applying generally to other properties in the same zoning district, which occasion the necessity for the petitioned variance.

*The site plan amendment includes the construction of a new parking lot, but it also includes the modification and addition of parking islands (refer to enclosed exhibit A). The proposed islands will provide improved landscaping and provide the needed additional parking for the site, although the islands are proposed to be provided for every 20 parking spaces, rather than every 10 parking spaces for the western perimeter row of parking.*

- (2) The development resulting from the granting of such variance shall be in harmony with the policies embodied within the City Comprehensive Plan.

*The granting of this variance will provide the necessary parking for the ED/ICU building by maximizing the number of parking spaces available and will be in compliance with the City's Comprehensive Plan.*

- (3) The granting of such variance shall be consistent with the general purpose and intent of the applicable zoning district regulations governing the property on which approval is granted.

*As the site has evolved, it is clear that the parking demands exceed the requirements. The proposed site plan provides the required amount of landscaping within the parking lot area, but is requesting a variance to exceed the requirement to provide a landscape island every 20 parking spaces for the western perimeter row of parking (refer to enclosed exhibit A). This will assist in maximizing parking, which is generally consistent with the zoning district.*

- (4) The granting of such variance shall not adversely affect the use or development of neighboring properties in accordance with the applicable zoning district regulations nor hinder or discourage appropriate development and use of adjacent or nearby land and/or buildings or impair the value thereof.

*The granting of the variance is not expected to impact the neighboring properties*

- (5) The literal and strict enforcement of the applicable provisions of the Land Use Regulations or other provisions of the city code would result in undue or unnecessary hardship to the applicant and would deprive the applicant of rights commonly enjoyed by the owners of other property in the zoning district.

*To maximize the number of parking spaces provided on site, the proposed plan has one island every 20 spaces rather than one every 10 spaces for the western perimeter row of parking (refer to enclosed exhibit A). The new parking layout provides a wider divider medians, which provide additional square feet of landscape area. This exceeds the code requirements for landscaping in the parking lot.*

- (6) The granting of the requested variance will provide substantial justice and not be contrary to the public interest as reflected in the applicable regulations.

*This variance will permit additional parking spaces, therefore reducing parking outside of designated parking spaces, to be in the best interest of the public.*

- (7) The need for the variance does not arise from conditions which are personal to the owner but instead relate to the uniqueness of the property.**

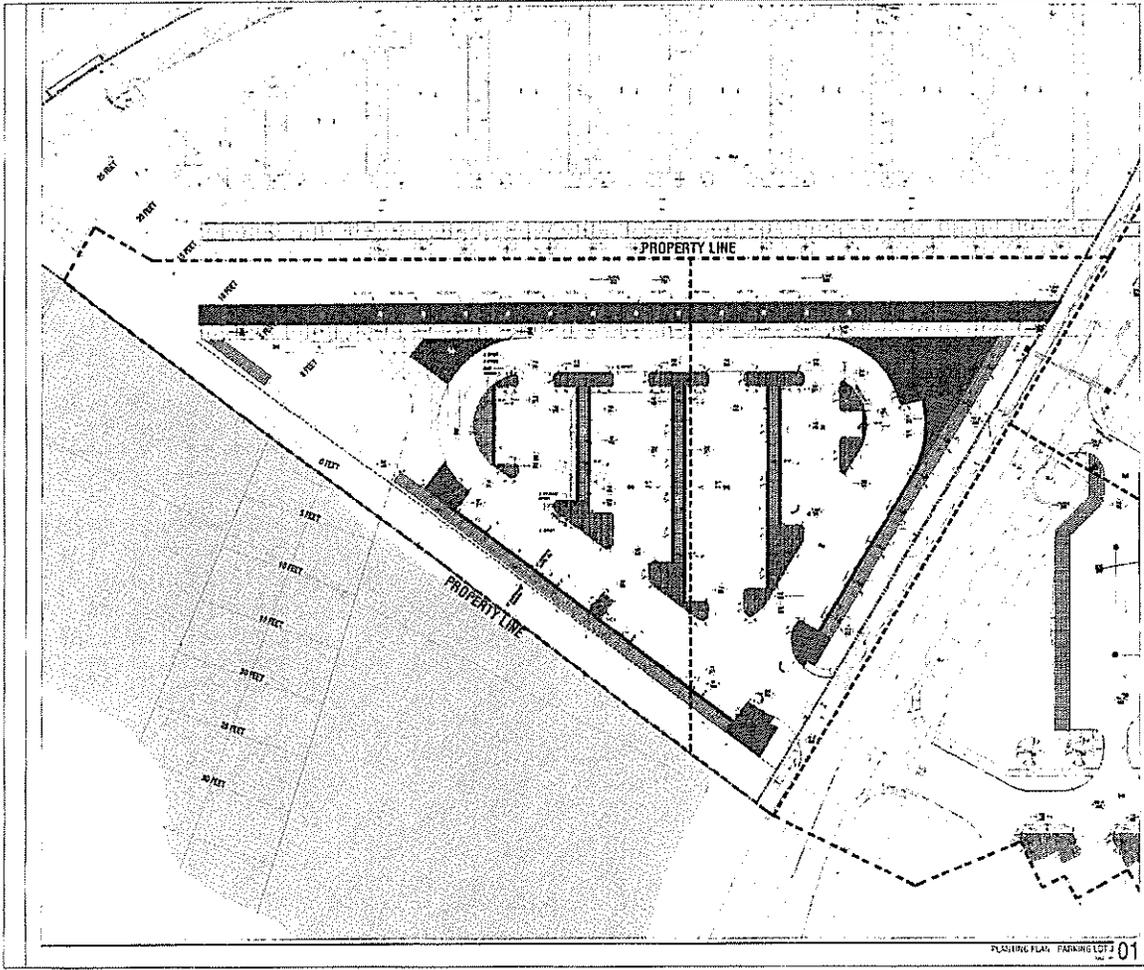
*The placement of the Islands every 20 spaces will provide additional parking to meet the needs of the site.*

- (8) The alleged hardship is not self-imposed by the owner, prior owners or by any persons having an interest in the property.**

*The hardship is not self-imposed.*

**The variance granted is the minimum variance necessary for the applicant to make reasonable use of the property.**

*The requested variance to provide a landscape island every 20 spaces rather than every 10 spaces is the minimum necessary to provide adequate parking spaces for this parking lot.*



Lot J Variance Exhibit

THE CITY OF WESTON  
CLEVELAND CLINIC PARKING LOT EXPANSION  
3100 WESTON ROAD



Print Date: 04-24-2019  
Map #: WL-06-54R



0 125 250 500  
Feet

8



# AGENDA ITEM SUMMARY

**MEETING DATE:** May 2, 2016

**AGENDA ITEM NO.:** 8

**FOR:**

City of Weston     Indian Trace Development District     Bonaventure Development District

**TITLE:**

A Resolution of the City Commission of the City of Weston, Florida, considering Application No. 16-8578, a site plan amendment for a relocated heliport and the construction of two new parking lots on Cleveland Clinic's campus, located at 3100 Weston Road, Weston, Florida.  
***Cleveland Clinic Parking Lot Additions Site Plan Amendment***

**SUMMARY EXPLANATION & BACKGROUND:**

Application No. 16-8578 has been submitted by Michael Chesser, Owner's Representative from the Office of Construction, for and on behalf of Cleveland Clinic Florida, Owner/Applicant, a proposed site plan amendment for a relocated heliport, and the construction of two new parking lots; one on Cleveland Clinic's main campus, 3100 Weston Road, and the other on Cleveland Clinic's property on the west side of Weston Road.

**REQUESTED ACTION:**

Consideration.

**EXHIBITS (LIST):** (i) Resolution, and (ii) Staff Memorandum dated May 16, 2016 (*Documents listed under Project History, Subsequent Actions, and referenced as Exhibits are available from the Office of the City Clerk, upon request*)

**PREPARED BY:**

Sarah Sinatra Gould, AICP  
 Director of Development Services

**PETITIONER/REPRESENTATIVE:**

Michael Chesser, Owner's Representative from the Office of Construction for and on behalf of Cleveland Clinic Florida

**RECOMMENDED FOR CONSIDERATION BY:**

John R. Flint, City Manager  
 Jamie Alan Cole, City Attorney  
 Sarah Sinatra Gould, AICP  
 Director of Development Services

**FUNDING SOURCE:**

Cost Recovery

**VOTING REQUIRED FOR PASSAGE:**

Majority                       Majority Plus One                       Unanimous

**COMMISSION ACTION:**

	M	2	Y	N		
					Approved as presented	
Commissioner Norton					Approved as amended	
Commissioner Feuer					Approved with conditions	
Commissioner Kallman					Continued to	
Commissioner Gomez					Deferred to	
Mayor Stermer					To deny	

*Notes:*

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**CITY OF WESTON, FLORIDA**  
**RESOLUTION NO. 2016-\_\_\_**

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WESTON, FLORIDA, CONSIDERING APPLICATION NO. 16-8578, A SITE PLAN AMENDMENT FOR A RELOCATED HELIPORT AND THE CONSTRUCTION OF TWO NEW PARKING LOTS ON CLEVELAND CLINIC'S MAIN CAMPUS, LOCATED AT 3100 WESTON ROAD, WESTON, FLORIDA.

WHEREAS, First, Section 125.40 Site Plan Review of the Code of Ordinances of the City provides for site plan approvals prior to any development of land in the City; and

WHEREAS, Second, completed Application No. 16-8578 has been submitted by Michael Chesser, Owner's Representative from the Office of Construction, for and on behalf of Cleveland Clinic Florida, Owner/Applicant, a proposed site plan amendment for a relocated heliport, and the construction of two new parking lots; one on Cleveland Clinic's main campus, 3100 Weston Road, and the other on Cleveland Clinic's property on the west side of Weston Road; and

WHEREAS, Third, the Applicant has submitted the parking lot plans necessary to support the proposed improvements, and the parking lots will ultimately serve the addition of a new bed tower under a separate site plan submittal, in the near future; and

WHEREAS, Fourth, the Cleveland Clinic campus currently has 2,423 parking spaces, and the proposed improvements include 130 parking spaces in Park Lot J, 377 parking spaces in Parking Lot K, and modifications to Parking Lots B, D, E, F and G, for a total overall parking count of 2,757 parking spaces, resulting in a surplus of 10 parking spaces; and

WHEREAS, Fifth, in conjunction with Application No. 16-8578, the Owner/Applicant has submitted a landscape island variance request to permit more than 10 parking spaces in a row before a landscape island, and a landscape buffer variance request for a proposed helipad improvement requiring a certain diameter of clearance, which will not permit the installation of the continuous buffer for a portion of the buffer in Parking Lot J; and

WHEREAS, Sixth, the City's Departments have reviewed the site plan amendment application and forwarded their comments to the City Manager; and

WHEREAS, Seventh, a final development review report has been issued; and

WHEREAS, Eighth, the notice requirements have been complied with pursuant to City Code Section 125.06 Requirements for Advertising and Notice; and

WHEREAS, Ninth, the City Manager recommends the City Commission consider the application.

NOW, THEREFORE, BE IT RESOLVED by the City Commission of the City of Weston, Florida:

Section 1: The foregoing recitals contained in the preamble to this Resolution are incorporated by reference herein.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WESTON, FLORIDA, CONSIDERING APPLICATION NO. 16-8578, A SITE PLAN AMENDMENT FOR A RELOCATED HELIPORT AND THE CONSTRUCTION OF TWO NEW PARKING LOTS ON CLEVELAND CLINIC'S MAIN CAMPUS, LOCATED AT 3100 WESTON ROAD, WESTON, FLORIDA.

1 Section 2: Application No. 16-8578 has been submitted by Michael Chesser, Owner's  
2 Representative from the Office of Construction, for and on behalf of Cleveland Clinic Florida,  
3 Owner/Applicant, a proposed site plan amendment for a relocated heliport, and the construction of  
4 two new parking lots; one on Cleveland Clinic's main campus, 3100 Weston Road, and the other  
5 on Cleveland Clinic's property on the west side of Weston Road, is in/is not in substantial  
6 compliance with the requirements of the City's Land Development Regulations.  
7

8 Section 3: Application No. 16-8578 has been submitted by Michael Chesser, Owner's  
9 Representative from the Office of Construction, for and on behalf of Cleveland Clinic Florida,  
10 Owner/Applicant, a proposed site plan amendment for a relocated heliport, and the construction of  
11 two new parking lots; one on Cleveland Clinic's main campus, 3100 Weston Road, and the other  
12 on Cleveland Clinic's property on the west side of Weston Road, is approved/denied subject to the  
13 following condition:  
14

- 15 1. The issuance of a development permit by the City does not in any way create any  
16 right on the part of an applicant to obtain a permit from a state or federal agency  
17 and does not create any liability on the part of the City for issuance of the permit if  
18 the applicant fails to obtain requisite approvals or fulfill the obligations imposed by  
19 a state or federal agency or undertakes actions that result in a violation of state or  
20 federal law. In addition, all applicable state and federal permits shall be obtained  
21 by the applicant before commencement of the development.  
22  
23

24 Section 4: This Resolution shall take effect upon its adoption.  
25

26 ADOPTED by the City Commission of the City of Weston, Florida, this 16<sup>th</sup> day of May 2016.  
27  
28

29  
30 ATTEST:

\_\_\_\_\_  
Daniel J. Stermer, Mayor

31  
32  
33 \_\_\_\_\_  
Patricia A. Bates, City Clerk

34  
35 Approved as to form and legality  
36 for the use of and reliance by the  
37 City of Weston only:

38 Roll Call:  
39 Commissioner Norton \_\_\_\_\_  
40 Commissioner Feuer \_\_\_\_\_  
41 Commissioner Kallman \_\_\_\_\_  
42 Commissioner Gomez \_\_\_\_\_  
43 Mayor Stermer \_\_\_\_\_

44 \_\_\_\_\_  
45 Jamie Alan Cole, City Attorney

46 This Resolution was filed in the  
47 Office of the City Clerk on this  
\_\_\_\_ day of May 2016

\_\_\_\_\_  
Patricia A. Bates, City Clerk



# MEMORANDUM

**TO:** Honorable Mayor and Commissioners  
**THRU:** John R. Flint, City Manager  
**FROM:** Sarah Sinatra Gould, AICP, Director of Development Services  
**CC:** David E. Keller, Assistant City Manager/CFO  
Jamie Alan Cole, City Attorney  
Patricia A. Bates, MMC, City Clerk  
**DATE:** May 16, 2016  
**RE:** Cleveland Clinic Parking Lot Additions Site Plan Amendment  
**NO:** 16-8578

---

**Requested Action:** Michael Chesser, Owners Representative from the Office of Construction for and on behalf of Cleveland Clinic Florida, has submitted a Site Plan Amendment application for a relocated heliport and the construction of two new parking lots. Parking Lot J will be located on Cleveland Clinic's main campus and Parking Lot K will be located on Cleveland Clinic's property on the west side of Weston Road. The parking lots will ultimately serve the addition of a new bed tower under a separate site plan submittal.

The campus currently has 2,423 parking spaces. The proposed improvements include 130 parking spaces Parking Lot J, 377 parking spaces in Parking Lot K and modifications to Parking Lots B, D, E, F and G for a total overall parking count of 2,757 parking spaces. Based on the proposed expansion, this will result in a surplus of 10 parking spaces. The following is a summary of the parking requirements:

Parking Lot	Existing Spaces	Proposed Spaces	Change
Lot A	197	197	0
Lot B	256	252	-4
Lot D	194	8	-186
Lot E	194	219	+25
Lot F	251	249	-2
Lot G	415	408	-7
Lot H	673	673	0
Lot I	244	244	0
Lot J	0	130	+130
Lot K	0	377	+377

East Lot Expansion	-1			
<b>TOTAL Spaces</b>		<b>2,423</b>	<b>2,757</b>	<b>+334 New</b>

**TOTAL PARKING PROVIDED 2,757 spaces**

Hospital existing parking spaces	417 spaces
Clinic	960 spaces
Mechanical Equipment	39 spaces
Emergency Generator Building	2 spaces
IR Building	8 spaces
NICI	984 spaces
Hospital Expansion (proposed)	306 spaces
Central Utility Plant (proposed)	29 spaces

**REQUIRED PARKING 2,745 spaces**

**11 PARKING SPACE SURPLUS**

In conjunction with the site plan application, the applicant has submitted a landscape island variance application. The request is to permit more than 10 parking spaces in a row before a landscape island.

**Name:** Cleveland Clinic Parking Lot Expansion

**Owner:** Cleveland Clinic Florida Health System (a Florida nonprofit corporation)

**Submitted by:** Michael Chesser, Owners Representative for Cleveland Clinic

**Location:** 3100 Weston Road

**Zoning:** Hospital Zoning (HZ) District

**Land Use:** Industrial

**Folio:**

- 5040 20 02 0190
- 5040 17 02 0720
- 5040 17 02 0470
- 5040 17 02 0600
- 5040 17 02 0721
- 5040 17 02 0723
- 5040 17 02 0722

**Code Section:**

§125.40 Requires a review of a site plan prior to any development of land in the City.

*The applicant has submitted a site plan to construct parking lots at Cleveland Clinic.*

**Project History**

- **Original Approval:** The Site Plan was approved on March 2, 1998.
- **Subsequent Actions:**
  1. Resolution 2000-03, approved January 18, 2000, site plan amendment.
  2. Resolution 2000-118, approved July 17, 2000, plat note amendment to add 225 hotel rooms to Lot 4, Block 6 of the Park of Commerce Plat.
  3. Resolution 2000-119, approved July 17, 2000, special exception for helipad use.
  4. Resolution 2000-120, approved July 17, 2000, site plan amendment for helipad.
  5. Resolution 2001-43, approved March 19, 2001, variance for freestanding emergency sign.
  6. Resolution 2001-44, approved March 19, 2001, variance for ambulance and emergency sign.
  7. Resolution 2001-62, approved April 16, 2001, denied a sign variance and requested to construct to previously approved signs.
  8. Resolution 2001-63, approved April 16, 2001, variance for two monument signs.
  9. Resolution 2002-187, approved October 7, 2002, site plan amendment to eliminate and replace the existing landscaped median with a drive isle, add handicapped parking spaces and extend existing canopy.
  10. Resolution 2005-67 approved May 2, 2005, site plan amendment to construct 76 parking spaces and an area for MRI/PET Scan mobile trailer.
  11. Resolution 2005-66, approved May 2, 2005, variance to reduce the required landscape buffer and to eliminate the required five-foot planting strip.
  12. Resolution 2008-78, approved June 16, 2008, variance to allow illuminated channel lettering to replace the reverse channel lettering on the existing wall sign on the east elevation and the west elevation.
  13. Resolution 2009-24, approved April 6, 2009, site plan amendment to construct a 4,600 square foot addition to the second floor of the hospital portion of the medical campus to accommodate a Post Anesthesia Care Unit (PACU).
  14. Ordinance 2011-06, approved June 20, 2011, creation of the Hospital Zoning District.
  15. Ordinance 2012-02 approved February 6, 2012, rezoning of approximately 60.746 acres, from Office (O-1) to Hospital Zoning (HZ)
  16. Resolution 2013-134 approved November 4, 2013, setback variance for the proposed Cleveland Clinic Neurology Institute and Cancer Institute Building.
  17. Resolution 2013-135 approved November 4, 2013, foundation planting variance for the proposed Cleveland Clinic Neurology Institute and Cancer Institute Building.
  18. Resolution 2013-136 approved November 4, 2013, site plan application to build a 143,431 square foot, 92 foot high, five story medical office building.
  19. Resolution 2014-62 approved July 2, 2014, variance application to waive landscaping requirements for a parking lot to function solely as vehicular storage.
  20. Resolution 2014-63 approved July 2, 2014, variance application to waive off-street parking and loading requirements for a parking lot to function solely as vehicular storage.
  21. Resolution 2014-64 approved July 2, 2014, site plan amendment to construct a parking lot to serve as vehicle storage for the proposed Rick Case Alfa Romeo dealership.
  22. Resolution 2014-80 approved August 18, 2014, a variance from Chapter 123 of the Code of Ordinances of the City, Landscaping, to waive certain landscaping requirements for proposed parking improvements in the north parking lot.
  23. Resolution 2014-81 approved August 18, 2014, a site plan amendment for two new parking lots.
  24. Resolution 2014-113 approved September 29, 201, site plan amendment for a 7,975 square foot Interventional Radiology (IR) Annex Building.

- **Current Code Violations:**

1. Pending case: # 16010134 – Failure to finalize close out package.

- **Related Applications:**

1. Landscape island variance
2. Landscape buffer variance

**Staff Recommendation:** Consideration.

**Exhibits:**

1. Application & Business Owner Affidavit
2. Location Map
3. Site Plan
4. Ordinances/Resolutions



**CITY OF WESTON**  
 C/o Calvin, Giordano and Associates, Inc  
 1800 Eller Drive, Suite 600  
 Fort Lauderdale, FL 33316  
 Phone: (954) 921-7781 Fax: (954) 921-8807

**SITE PLAN APPLICATION**

The Development Review Committee (DRC) meets the 2<sup>nd</sup> and 4<sup>th</sup> Tuesday of each month. In order to be included on an agenda, a complete submittal must be made two weeks prior to the scheduled meeting. A complete submittal includes all items on the "Site Plan Submission Requirements" document as well as completing this application in full. The owner/agent certification must be signed and notarized with the appropriate supplemental documentation attached. Please print legibly in ink or type on this application form.

**PROJECT INFORMATION**

PROJECT NAME ED/ Intensive Care Unit (ED/ICU) and Central Utility Plant (CUP) Buildings

OWNERS  
 NAME Cleveland Clinic of Florida Health System a Non Profit Corporation

PHONE/FAX (216) 445-9521, (216) 444-7020

AGENT'S  
 NAME Juan M. Villar P.E.

ADDRESS CSA Central Inc., 6100 Blue Lagoon Drive, Suite 300 Miami, Florida 33126

PHONE/FAX (305) 461-5484 / (305) 461-5494

LOCATION 3100 Weston Road PLAT NAME(Book and Page Park of Commerce PB 110, Pg 15)

SEC/TW/RANGE 20/40/50 AREA 42.758 Ac. (1,862,515 sq. ft.)

EXISTING LAND USE Hospital EXISTING ZONING HZ

PRESENT USE OF SITE Clinic and Hospital Facilities

PROPOSED USE (include type use w/sf or # units) Site Improvements and Building Addition to serve future ED/ICU Building

Does the use proposed for this site plan require a special exception? YES \_\_\_ NO X  
 If so, submit application for Special Exception in accordance with Section 124.81

**INTERNAL USE ONLY**

Date Submitted \_\_\_\_\_ Project Number \_\_\_\_\_

1<sup>st</sup> DRC date \_\_\_\_\_ 2<sup>nd</sup> DRC date \_\_\_\_\_

Report completed \_\_\_\_\_ City Commission date \_\_\_\_\_

Comments: \_\_\_\_\_

<b>ZONING STANDARDS</b>	Required	Provided
Plot size	<u>1.00 Ac.</u>	<u>42.758 Ac.</u>
Setbacks (F/R/S)	<u>50' / 25' / 25'</u>	<u>N/A</u>
Lot coverage	<u>N/A</u>	
Open Space	<u>30%</u>	<u>39%</u>
Height		

<b>ENGINEERING PLAN</b>	Completed
Indicate all easement on or adjacent to the subject property	<u>Yes</u>
Indicate all existing utilities on or adjacent to subject property	<u>Yes</u>

- |  | YES           | NO            |
|--|---------------|---------------|
| 1. Is the project subject to any existing or proposed agreements with Broward County? If YES, state the title and subject of the agreement and attach a copy.    | <u>      </u> | <u>  X  </u>  |
| 2. Are off-site roadway improvements being required by any government agency or proposed by the applicant? If YES, depict on site plan or attach separate plans. | <u>      </u> | <u>  X  </u>  |
| 3. Does this property or project have an adjudicated vested rights status? If YES, attach appropriate documentation.   | <u>      </u> | <u>  X  </u>  |
| 4. Is joint access with adjacent property proposed or required? If YES, attach any available documentation.  | <u>      </u> | <u>  X  </u>  |
| 5. Does this property abut a Broward County Trafficway?  | <u>      </u> | <u>  X  </u>  |
| 6. If YES, to #5, has any discussion with Broward County Traffic Engineering Division taken place?   | <u>      </u> | <u>  X  </u>  |
| 7. If YES, state the name of the person(s)   | <u>      </u> | <u>      </u> |

*-Applicants are advised that proposed access openings to Broward County Trafficways or proposed openings within 100 feet of a designated Trafficway are subject to approval from Broward County Engineering and Traffic Engineering Divisions.*

- |  |               |               |
|--|---------------|---------------|
| 8. Does this property abut a State Road?   | <u>  X  </u>  | <u>      </u> |
| 9. If YES to #8, has any discussion with the Florida Department of Transportation taken place? | <u>      </u> | <u>  X  </u>  |
| 10. If YES, state the name of person(s) contacted? Name _____                                  |               |               |

*-Applicants are advised that proposed access opening to a State Road or public roadway within 200 feet of a State Road are subject to approval from the Florida Department of Transportation.*

Issuance of a development permit by a municipality does not in any way create any right on the part of an applicant to obtain a permit from a state or federal agency and does not create any liability on the part of the municipality for issuance of the permit if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes actions that result in a violation of state or federal law.

**OWNER CERTIFICATION**

This is to certify that I am the owner of the property described in this application and that all information supplied herein is true and correct to the best of my knowledge. By signing this application I so hereby authorize the undersigned to serve as agent for this project. The agent is authorized by me to agree to any and all binding conditions throughout the review of the site plan. I do hereby agree to be bound by any and all conditions, or amendments required by the final development plan and approving resolution.

Signature of owner: M. Pessen

State of Florida  
County of Broward

Subscribed and sworn before me on 2-18-2016 by \_\_\_\_\_

Personally known  
Produced identification

Signature of Notary Public  
A circular notary seal for David B. [Name], Notary Public, State of Florida. The seal includes the text: DAVID B. [Name], COMMISSIONER, NUMBER FF 090, EXPIRES Feb 26, 2018, and NOTARY PUBLIC, State of Florida. A signature is written over the seal.

(Affix Stamp)

Signature or agent: Juan M. Villar

State of Florida  
County of Broward

Subscribed and sworn before me on 2/18/16 by Juan M. Villar

Personally known  
Produced identification

Signature of Notary Public  
A rectangular notary seal for Dina K. Rhymes, Notary Public - State of Florida. The seal includes the text: DINA K. RHYMES, Notary Public - State of Florida, My Comm. Expires Aug 18, 2018, Commission # FF 147308, and Bonded Through National Notary Assn. A signature is written over the seal.

(Affix Stamp)



**APPLICANT REPRESENTATIVE AFFIDAVIT**

(MUST BE COMPLETED BY PROPERTY OWNER AND EACH APPLICANT REPRESENTATIVE)

STATE OF FLORIDA       )  
COUNTY OF BROWARD    )

Before me, the undersigned authority, personally appeared the affiant who, upon first being duly sworn, deposes and says:

(FOR INDIVIDUAL APPLICANTS)

1(a). I am the owner of the property described below, and have submitted the following application to the City of Weston:

Name of Applicant \_\_\_\_\_

Application for:  Land Use Plan Amendment    Rezoning    Special Exception    Zoning Variance  
 Site Plan Approval    Site Plan Amendment    Plat Approval    Plat Amendment

Property Location \_\_\_\_\_

CG&A Permit Process Number \_\_\_\_\_

(FOR ENTITY APPLICANTS)

Cleveland Clinic Florida  
Health System- a Non-Profit

1(b). I am the Owner's Rep (position) of Corporation (name of entity "Applicant") that owns the property described below, and has submitted an application to the City of Weston, and I have the authority to file this affidavit and to bind the Applicant.

Name of Applicant Cleveland Clinic Florida Health System a Non Profit Corporation

Application for:  Land Use Plan Amendment    Rezoning    Special Exception    Zoning Variance  
 Site Plan Approval    Site Plan Amendment    Plat Approval    Plat Amendment

Property Location 3100 Weston Road, Weston, Florida 33331

CG&A Permit Process Number \_\_\_\_\_

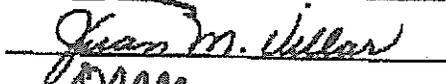
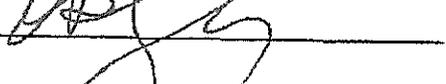
2. The Applicant acknowledges that Section 125.04(C)(1) of the Land Development Code of the City of Weston requires that any applicant for a development permit must disclose "all persons representing the individual or entity applying for the development permit in connection with the application, including, but not limited to, all attorneys, architects, landscape architects, engineers and lobbyists."

It has any Business Relationships with any member of the City Commission or any City Advisory Board, and, if so, disclose the identity of the member with which it has a Business Relationship and the nature of the Business Relationship." *Business Relationship is defined as:*

*Business Relationship:* a member of the City Commission or a City Advisory Board has a business relationship with a person or an entity if any of the following exist:

- a) the member of the City Commission or City Advisory Board has any ownership interest, directly or indirectly, in excess of 1% in the entity; or
- b) the member of the City Commission or City Advisory Board is a partner, co-shareholder or joint venturer with the person in any business venture;
- c) the entity or person is a client of the member of the City Commission or City Advisory Board, or a client of another professional working from the same office and for the same employer as the member of the City Commission or City Advisory Board;
- d) the member of the City Commission or City Advisory Board is a client of the entity or the person;
- e) the entity or person is a customer of the member of the City Commission or City Advisory Board (or his/her employer) and transacts more than 5% of the business in a given calendar year of the member of the City Commission or City Advisory Board (or his/her employer) or more than \$25,000 of business in a given calendar year; or
- f) the member of the City Commission or City Advisory Board is a customer of the entity or the person and transacts more than 5% of the business in a given calendar year of the entity or person or more than \$25,000 of business in a given calendar year.

The following is a complete list of the Applicant, the property owner and all persons representing the Applicant in connection with the application including, but not limited to, all attorneys, architects, landscape architects, engineers, lobbyists, tenants and/or contract purchasers:

Name (print)	Business Relationship		Signature
	Yes*	No	
a) <u>Lynn Boeke, AIA Lead BD+C</u>	<input type="checkbox"/>	X	
b) <u>Juan M. Villar P.E.</u>	<input type="checkbox"/>	X	
c) <u>Simon Beer R.L.A.</u>	<input type="checkbox"/>	X	
d) <u>Tony Esposito P.E.</u>	<input type="checkbox"/>	X	
e) <u>Mike Chesser P.E.</u>	<input type="checkbox"/>	X	
f) <u>Osmel Delgado</u>	<input type="checkbox"/>	X	
g) _____	<input type="checkbox"/>	<input type="checkbox"/>	_____

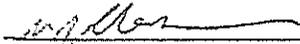
\* If yes, then identified person shall fill out a Business Relationship Affidavit

4. The Applicant agrees that he/she/it will be bound by any statements, representations and promises made in connection with the Application by any of the individuals identified above.

5. The Applicant acknowledges that Section 125.04(C)(3) of the Land Development Code requires this information to be updated "If, at any time prior to City Commission consideration of an application for a development permit, the information contained in any Applicant Representative Affidavit or Business Relationship Affidavit becomes incorrect or incomplete, the person or entity submitting the affidavit must supplement the affidavit and, if the supplementation requires the submission of additional Applicant Representative Affidavits or Business Relationship Affidavits, ensure

5. The Applicant acknowledges that Section 125.04(C)(3) of the Land Development Code requires this information to be updated "If, at any time prior to City Commission consideration of an application for a development permit, the information contained in any Applicant Representative Affidavit or Business Relationship Affidavit becomes incorrect or incomplete, the person or entity submitting the affidavit must supplement the affidavit and, if the supplementation requires the submission of additional Applicant Representative Affidavits or Business Relationship Affidavits, ensure that such affidavits are also filed." The Applicant further understands that "If any supplementary affidavits are submitted less than fourteen days before the application is scheduled for consideration by the City Commission or any City Advisory Board, the application may be withdrawn by the City Manager, or his designee, and placed on a subsequent agenda."

Further the affiant sayeth naught.



(Signature of Applicant)

Mike Chesser

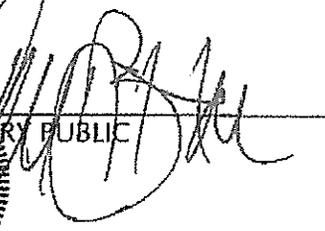
(Print Name)

SWORN TO AND SUBSCRIBED before me this 4 day of April, 2016 by \_\_\_\_\_ (Affiant), who is personally known to me or has produced \_\_\_\_\_ as identification.

My commission expires: \_\_\_\_\_

Commission No.: \_\_\_\_\_





THE CITY OF WESTON  
CLEVELAND CLINIC PARKING LOT EXPANSION  
SITE PLAN AMENDMENT  
3100 WESTON ROAD



Print Date: 04-24-2019  
Map #: WL-06-54R



0 125 250 500  
Feet

9

A



# AGENDA ITEM SUMMARY

**MEETING DATE:** May 16, 2016

**AGENDA ITEM NO.:** 9-A

**FOR:**

City of Weston     Indian Trace Development District     Bonaventure Development District

**TITLE:**

A Resolution of the City Commission of the City of Weston, Florida, calling a special election on a proposed amendment to the City Charter, to be held on November 8, 2016; providing for submission of the Charter amendment recommended by the City Commission to the electors for approval or disapproval; providing for requisite ballot language; providing for notice; providing for an effective date.

**SUMMARY EXPLANATION & BACKGROUND:**

Pursuant to Ordinance No. 2016-08, dated May 2, 2016, the City Commission has proposed an amendment to the City Charter for submission to the electors. The current City Charter provides for a special election to be held within 180 days if there is no scheduled available election within one year after submission of a letter of resignation or the death, forfeiture or removal of an elected official. A special election may not be able to be held in such time period. The proposed amendment would extend the time frame to up to 360 days. The City Commission desires to set a special election so that the proposed amendment may be considered by the electors of the City.

**REQUESTED ACTION:**

Approval.

**EXHIBITS (LIST):** Resolution

**PREPARED BY:**

Jamie Alan Cole, City Attorney

**PETITIONER/REPRESENTATIVE:**

Not Applicable

**RECOMMENDED FOR CONSIDERATION BY:**

John R. Flint, City Manager  
 Jamie Alan Cole, City Attorney

**FUNDING SOURCE:**

Not Applicable

**VOTING REQUIRED FOR PASSAGE:**

Majority                       Majority Plus One                       Unanimous

**COMMISSION ACTION:**

	M	2	Y	N		
					Approved as presented	
Commissioner Norton					Approved as amended	
Commissioner Feuer					Approved with conditions	
Commissioner Kallman					Continued to	
Commissioner Gomez					Deferred to	
Mayor Stermer					To deny	

*Notes:*

CITY OF WESTON, FLORIDA  
RESOLUTION NO. 2016-\_\_\_

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WESTON, FLORIDA, CALLING A SPECIAL ELECTION ON A PROPOSED AMENDMENT TO THE CITY CHARTER, TO BE HELD ON NOVEMBER 8, 2016; PROVIDING FOR SUBMISSION OF THE CHARTER AMENDMENT RECOMMENDED BY THE CITY COMMISSION TO THE ELECTORS FOR APPROVAL OR DISAPPROVAL; PROVIDING FOR REQUISITE BALLOT LANGUAGE; PROVIDING FOR NOTICE; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, First, pursuant to Ordinance No. 2016-08, dated May 2, 2016, the City Commission has proposed an amendment to the City Charter for submission to the electors; and

WHEREAS, Second, the City Commission desires to set a special election so that the proposed amendment may be considered by the electors of the City.

NOW, THEREFORE, BE IT RESOLVED by the City Commission of the City of Weston, Florida:

Section 1: A special election is called for Tuesday, the 8<sup>th</sup> day of November 2016, to present to the electors of the City the ballot question provided in Ordinance No. 2016-08, and reproduced in Section 4 of this Resolution.

Section 2: Balloting shall be conducted as provided for by the Broward County Supervisor of Elections. All qualified electors residing within the City shall be entitled to vote.

Section 3: Notice of said election shall be published in accordance with Section 100.342, Florida Statutes, in a newspaper of general circulation within the City at least 30 days prior to said election, the first publication to be in the fifth week prior to the election, and the second publication to be in the third week prior to the election, and shall be in substantially the following form:

**"NOTICE OF SPECIAL ELECTION"**

**PUBLIC NOTICE IS HEREBY GIVEN THAT PURSUANT TO ORDINANCE NO. 2016-08 OF THE CITY COMMISSION OF WESTON, FLORIDA, (THE "CITY") AND AN ENABLING RESOLUTION DULY ADOPTED BY THE CITY COMMISSION, AN ELECTION HAS BEEN CALLED AND ORDERED TO BE HELD WITHIN THE CITY ON NOVEMBER 8, 2016, AT WHICH TIME THE FOLLOWING PROPOSITION SHALL BE SUBMITTED TO THE QUALIFIED ELECTORS OF THE CITY:**

The proposed amendment to the City Charter as described in Ordinance No. 2016-08, dated May 2, 2016, which proposal is commonly referred to by the following ballot title:

Holding of Special Elections

Polling place information and the full text of the proposed City Charter amendment are available at the Office of the City Clerk, located at 17200 Royal Palm Boulevard, Weston, Florida 33326.

Section 4: The form of ballot question for the proposed Charter amendment shall be as follows:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WESTON, FLORIDA, CALLING A SPECIAL ELECTION ON A PROPOSED AMENDMENT TO THE CITY CHARTER, TO BE HELD ON NOVEMBER 8, 2016; PROVIDING FOR SUBMISSION OF THE CHARTER AMENDMENT RECOMMENDED BY THE CITY COMMISSION TO THE ELECTORS FOR APPROVAL OR DISAPPROVAL; PROVIDING FOR REQUISITE BALLOT LANGUAGE; PROVIDING FOR NOTICE; PROVIDING FOR AN EFFECTIVE DATE.

1  
2           **Holding of Special Elections**  
3

4           The current City Charter provides for a special election to be held within 180 days if there is  
5 no scheduled available election within one year after submission of a letter of resignation or  
6 the death, forfeiture or removal of an elected official. A special election may not be able to  
7 be held in such time period. The proposed amendment would extend the time frame to up  
8 to 360 days.  
9

10          Shall the above-described Amendment be adopted?

11           YES    [ ]

12           NO     [ ]  
13  
14

15  
16   Section 5:   The County registration books shall remain open at the Office of the Broward County  
17 Supervisor of Elections until October 11, 2016, at which date the registration books shall close in  
18 accordance with the provisions of the general election laws.  
19

20   Section 6:   The Broward County Supervisor of Elections and the appropriate City officials are  
21 authorized to execute all necessary documents and to take any necessary action to effectuate the  
22 intent of this Resolution.  
23

24   Section 7:   This special election shall be canvassed by the Broward County Canvassing Board in  
25 accordance with the provisions of the general election laws.  
26

27   Section 8:   Copies of this Resolution and the Ordinances adopting the Charter amendment,  
28 subject to referendum approval, are on file in the Office of the City Clerk, located at 17200 Royal  
29 Palm Boulevard, Weston, Florida 33326, and will be available for public inspection during regular  
30 business hours up to and including the day of the election.  
31

32   Section 9:   If a majority of the qualified electors voting on a proposed Charter amendment votes  
33 for its adoption, it shall be considered adopted and effective upon certification of the election  
34 results.  
35

36   Section 10:  This Resolution shall become effective upon its adoption.  
37  
38

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WESTON, FLORIDA, CALLING A SPECIAL ELECTION ON A PROPOSED AMENDMENT TO THE CITY CHARTER, TO BE HELD ON NOVEMBER 8, 2016; PROVIDING FOR SUBMISSION OF THE CHARTER AMENDMENT RECOMMENDED BY THE CITY COMMISSION TO THE ELECTORS FOR APPROVAL OR DISAPPROVAL; PROVIDING FOR REQUISITE BALLOT LANGUAGE; PROVIDING FOR NOTICE; PROVIDING FOR AN EFFECTIVE DATE.

1 ADOPTED by the City Commission of the City of Weston, Florida, this 16<sup>th</sup> day of May 2016.  
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5 \_\_\_\_\_  
Daniel J. Stermer, Mayor

6 ATTEST:  
7

8 \_\_\_\_\_  
9 Patricia A. Bates, City Clerk

10  
11 Approved as to form and legality  
12 for the use of and reliance by the  
13 City of Weston only:  
14

15 \_\_\_\_\_  
16 Jamie Alan Cole, City Attorney

Roll Call:

Commissioner Norton \_\_\_\_\_

Commissioner Feuer \_\_\_\_\_

Commissioner Kallman \_\_\_\_\_

Commissioner Gomez \_\_\_\_\_

Mayor Stermer \_\_\_\_\_

B



# AGENDA ITEM SUMMARY

**MEETING DATE:** May 16, 2016

**AGENDA ITEM NO.:** 9-B

**FOR:**

City of Weston     Indian Trace Development District     Bonaventure Development District

**TITLE:**

A Resolution of the City Commission of the City of Weston, Florida, approving Change Order No. 1 for the City's contract provider, Carahsoft Technology Corporation of Reston, Virginia, for the purchase and implementation of Accela commercial off-the-shelf software for the City's Building Permitting Services.

**SUMMARY EXPLANATION & BACKGROUND:**

On June 15, 2015, the City Commission of the City of Weston adopted Resolution No. 2015-67 wherein the City Commission approved the purchase of Accela commercial off-the-shelf software and implementation services for use in the City's Building Permitting Services from Carahsoft Technology Corporation for a total project amount of \$381,794.34. The scope of work is allocated among nine deliverables, and after the City and Carahsoft completed the analysis sessions, it was determined that in order to delivery to the City the requested functionality, a reallocation among the deliverables is necessary. Change Order No. 1 increases the amount of Deliverable 4 and decreases the amount of Deliverable 9, for no net change in the approved total project amount referenced above.

**REQUESTED ACTION:**

Approval.

**EXHIBITS (LIST):** Resolution

**PREPARED BY:**

Ryan Fernandes, GISP, Director of Technology Services

**PETITIONER/REPRESENTATIVE:**

Not Applicable

**RECOMMENDED FOR CONSIDERATION BY:**

John R. Flint, City Manager  
David E. Keller, Assistant City Manager/CFO  
Jamie Alan Cole, City Attorney

**FUNDING SOURCE:**

Not Applicable

**VOTING REQUIRED FOR PASSAGE:**

Majority                       Majority Plus One                       Unanimous

**COMMISSION ACTION:**

	M	2	Y	N	Approved as presented	
Commissioner Norton					Approved as amended	
Commissioner Feuer					Approved with conditions	
Commissioner Kallman					Continued to	
Commissioner Gomez					Deferred to	
Mayor Stermer					To deny	

*Notes:*

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**CITY OF WESTON, FLORIDA  
RESOLUTION NO. 2016-\_\_**

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WESTON, FLORIDA, APPROVING CHANGE ORDER NO. 1 FOR THE CITY'S CONTRACT PROVIDER, CARAHSOFT TECHNOLOGY CORPORATION OF RESTON, VIRGINIA, FOR THE PURCHASE AND IMPLEMENTATION OF ACCELA COMMERCIAL OFF-THE-SHELF SOFTWARE FOR THE CITY'S BUILDING PERMITTING SERVICES.

WHEREAS, First, on June 15, 2015, the City Commission of the City of Weston (the "City") adopted Resolution No. 2015-67 wherein the City Commission approved the purchase of Accela commercial off-the-shelf software and implementation services for use in the City's Building Permitting Services from Carahsoft Technology Corporation ("Carahsoft") for a total project amount of \$381,794.34 (Exhibit "A"); and

WHEREAS, Second, the scope of work is allocated among nine deliverables, and after the City and Carahsoft completed the analysis sessions it was determined that in order to deliver to the City the requested functionality, a reallocation among the deliverables is necessary; and

WHEREAS, Third, 60 hours were allocated for Deliverable 4: Updates to Best Practice Configuration, and it has been determined that an additional 120 hours of configuration are required within this Deliverable; and

WHEREAS, Fourth, 140 hours were allocated for Deliverable 9: Financial System Interface Analysis, and it has been determined that 120 of these hours may be reallocated to Deliverable 4 with the balance of 20 hours of Deliverable 9 used in a support capacity to develop and complete the Financial System Interface when the City implements a new financial software program; and

WHEREAS, Fifth, Carahsoft Change Order No. 1, dated April 1, 2016 (Exhibit "B"), increases the amount of Deliverable 4 to \$25,073.20 from \$10,624.20, and decreases the amount of Deliverable 9 to \$2,549.72 from \$16,998.72, for no net change in the approved total project amount of \$381,794.34; and

WHEREAS, Sixth, it is in the best interest of the City to approve the change in the scope of work as provided for in Carahsoft Change Order No. 1.

NOW, THEREFORE, BE IT RESOLVED by the City Commission of the City of Weston, Florida:

Section 1: The above recitals recitals are true and correct and incorporated herein.

Section 2: Carahsoft Change Order No. 1, attached as Exhibit "B", for the City's contract provider, Carahsoft Technology Corporation of Reston, Virginia, is approved.

Section 3: The appropriate City officials are authorized to execute all necessary documents to effectuate the intent of this Resolution.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WESTON, FLORIDA, APPROVING CHANGE ORDER NO. 1 FOR THE CITY'S CONTRACT PROVIDER, CARAHSOFT TECHNOLOGY CORPORATION OF RESTON, VIRGINIA, FOR THE PURCHASE AND IMPLEMENTATION OF ACCELA COMMERCIAL OFF-THE-SHELF SOFTWARE FOR THE CITY'S BUILDING PERMITTING SERVICES.

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Section 4: This Resolution shall take effect upon its adoption.

ADOPTED by the City Commission of the City of Weston, Florida, this 16<sup>th</sup> day of May 2016.

\_\_\_\_\_  
Daniel J. Stermer, Mayor

ATTEST:

\_\_\_\_\_  
Patricia A. Bates, City Clerk

Approved as to form and legality  
for the use of and reliance by the  
City of Weston only:

\_\_\_\_\_  
Jamie Alan Cole, City Attorney

Roll Call:  
Commissioner Norton \_\_\_\_\_  
Commissioner Feuer \_\_\_\_\_  
Commissioner Kallman \_\_\_\_\_  
Commissioner Gomez \_\_\_\_\_  
Mayor Stermer \_\_\_\_\_

Exhibit "A"

**CITY OF WESTON, FLORIDA  
RESOLUTION NO. 2015-67**

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WESTON, FLORIDA, AUTHORIZING THE PURCHASE OF ACCELA COMMERCIAL OFF-THE-SHELF SOFTWARE FOR THE CITY'S BUILDING PERMITTING SERVICES FROM CARAHSOFT TECHNOLOGY CORPORATION, VIA FLORIDA DEPARTMENT OF MANAGEMENT SERVICES STATE TERM CONTRACT NO. 43230000-14-01; DURING FISCAL YEAR 2015.

WHEREAS, First, the City of Weston (the "City") desires to purchase Accela commercial off-the shelf software ("Software") for use in the City's Building Permitting Services from Carahsoft Technology Corporation, as specifically described in Exhibit "A;" and

WHEREAS, Second, funding for the purchase of the Software is appropriated in the City's Fiscal Year 2015 Budget, Capital Projects Fund – Emergency Operations Center – Construction; and

WHEREAS, Third, Section 32.02(C)(6) of the Code of Ordinances of the City, "Utilization of other governmental entities' contracts," provides for the acquisition of goods without utilizing a Sealed Competitive Method where the desired goods are subject to a contract with the State, its political subdivisions or other local governmental entities in the State, with associations in Florida affiliated with state and/or local governmental entities or departments (such as the Florida Sheriffs Association and the Florida Fire Chiefs' Association) or with the United States government, provided that the contract is based strictly on competitive bidding and not on any preference, and provided that the form of the contract is acceptable to the City Attorney; and

WHEREAS, Fourth, the Software is available for purchase from Carahsoft Technology Corporation ("Carahsoft"), via Florida Department of Management Services State Term Contract No. 43230000-14-01; and

WHEREAS, Fifth, pursuant to Section 32.02(C)(6)(a), the City Attorney has reviewed and accepted the form of the referenced contracts; and

WHEREAS, Sixth, pursuant to Section 32.02(C)(6)(c) the vendor has certified that the price or rate represents the lowest price or rate that the vendor charges pursuant to any contract between the vendor and any other governmental entity within the State; and

WHEREAS, Seventh, the purchases of the Software total \$381,794.34; and

WHEREAS, Eighth, the City Commission believes it is in the best interest of the City to purchase the Software from Carahsoft, via Florida Department of Management Services State Term Contract No. 43230000-14-01.

NOW, THEREFORE BE IT RESOLVED by the City Commission of the City of Weston, Florida:

Section 1: The foregoing recitals contained in the preamble to this Resolution are incorporated by reference herein.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WESTON, FLORIDA, AUTHORIZING THE PURCHASE OF COMMERCIAL OFF-THE-SHELF SOFTWARE FROM CARAHSOFT TECHNOLOGY CORPORATION, VIA FLORIDA DEPARTMENT OF MANAGEMENT SERVICES STATE TERM CONTRACT NO. 43230000-14-01; DURING FISCAL YEAR 2015.

Section 2: The City Commission authorizes the purchase of the Software from Carahsoft, via Florida Department of Management Services State Term Contract No. 43230000-14-01, in the total amount of \$381,794.34, as specifically described in Exhibit "A".

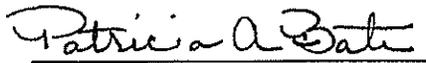
Section 3: The appropriate City officials are authorized to execute all necessary documents and to take any necessary action to effectuate the intent of this Resolution.

Section 4: This Resolution shall take effect upon its adoption.

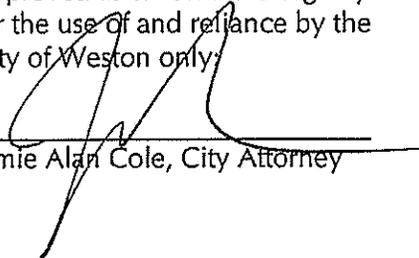
ADOPTED by the City Commission of the City of Weston, Florida, this 15<sup>th</sup> day of June 2015.

  
Daniel J. Stermer, Mayor

ATTEST:

  
Patricia A. Bates, City Clerk

Approved as to form and legality  
for the use of and reliance by the  
City of Weston only

  
Jamie Alan Cole, City Attorney

Roll Call:

Commissioner Norton	<u>Yes</u>
Commissioner Feuer	<u>Yes</u>
Commissioner Kallman	<u>Yes</u>
Commissioner Gomez	<u>Yes</u>
Mayor Stermer	<u>Yes</u>

**Exhibit "A"**

**Government – Price Quotation  
Accela Government at Carahsoft  
March 25, 2015  
and  
Statement of Work  
Carahsoft Technology Corp  
June 1, 2015**

GOVERNMENT - PRICE QUOTATION



ACCELA GOVERNMENT AT CARAHSOFT



12369 SUNRISE VALLEY DRIVE | SUITE D2 | RESTON, VIRGINIA 20191  
 PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (888) 66CARAH  
 WWW.CARAHSOFT.COM

TO: Steven Murray  
 IT Director  
 City of Weston  
 17200 Royal Palm Blvd  
 Weston, FL 33326-2301  
 EMAIL: smurray@westonfl.org  
 PHONE: (954) 385-2000 FAX:

FROM: Lorin Hicks  
 Carahsoft Technology Corp.  
 12369 Sunrise Valley Drive  
 Suite D2  
 Reston, Virginia 20191  
 EMAIL: Lorin.Hicks@Carahsoft.com  
 PHONE: (703) 889-9737 FAX: (703) 871-8505

TERMS: Florida Department of Management Services  
 Contract #: 43230000-14-01  
 Term: September 9, 2014-September 8, 2018  
 FTIN: 52-2189693  
 Shipping Point: FOB Destination  
 Credit Cards: VISA/MasterCard/AMEX  
 Remit To: Same as Above  
 Payment Terms: Net 30 (On Approved Credit)  
 Florida Registration Number: F0900000081  
 Sales Tax May Apply

QUOTE NO: 6722869  
 QUOTE DATE: 03/25/2015  
 QUOTE EXPIRES: 06/25/2015  
 RFQ NO:  
 SHIPPING: GROUND  
 TOTAL PRICE: \$381,794.34  
 TOTAL QUOTE: \$381,794.34

LINE NO.	PART NO.	DESCRIPTION	LIST PRICE	QUOTE PRICE	QTY	EXTENDED PRICE
LAND MANAGEMENT						
1	LC10AALMSV50613	Accela Land Management Server Software Hosted (includes 5 named users per pack)	\$54,995.00	\$21,680.28 FL	1	\$21,680.28
2	MI100ALMM120613	Accela Land Management Annual Maintenance and Support	\$10,999.00	\$9,899.10 FL	1	\$9,899.10
3	LC10CALMU050613	Accela Land Management User License Packs (includes 5 named users per pack)	\$10,995.00	\$4,336.78 FL	4	\$17,347.12
4	MI100ALMM120613	Accela Land Management Annual Maintenance and Support	\$2,199.00	\$1,979.10 FL	4	\$7,916.40
LAND MANAGEMENT SUBTOTAL:						\$56,842.90
CITIZEN ACCESS						
5	LC10CACAMOD0613	Accela Citizen Access Module Fee	\$10,995.00	\$4,336.78 FL	1	\$4,336.78
6	MI100ACAM120613	Accela Citizen Access Annual Maintenance and Support	\$2,199.00	\$1,979.10 FL	1	\$1,979.10
7	LC10CACASV10613	Accela Citizen Access Server Software	\$10,995.00	\$4,336.78 FL	1	\$4,336.78
8	MI100ACAM120613	Accela Citizen Access Annual Maintenance and Support	\$2,199.00	\$1,979.10 FL	1	\$1,979.10
9	LC10CACAU00613	Accela Citizen Access Population Fee	\$0.08	\$0.0336 FL	65337	\$2,195.29
10	MI100ACAM120613	Accela Citizen Access Annual Maintenance and Support	\$1,045.39	\$940.85 FL	1	\$940.85
CITIZEN ACCESS SUBTOTAL:						\$15,767.90
GIS						
11	LC10CGISSV50613	Accela GIS Server Software (includes 5 named users)	\$10,995.00	\$4,336.78 FL	1	\$4,336.78
12	MI100GISM120613	Accela GIS Annual Maintenance and Support	\$2,199.00	\$1,979.10 FL	1	\$1,979.10
13	LC10CGISU050613	Accela GIS User License Packs SMG (includes 5 named users)	\$3,295.00	\$1,493.55 FL	4	\$5,974.20
14	MI100GISM120613	Accela GIS Annual Maintenance and Support	\$439.80	\$395.82 FL	4	\$1,583.28
GIS SUBTOTAL:						\$13,873.36
MOBILE OFFICE						
15	LC10CAMOSV50613	Accela Mobile Office Server Software (includes 5 named users)	\$49,994.99	\$19,495.20 FL	1	\$19,495.20
16	MI100AMOM120613	Accela Mobile Office Annual Maintenance and Support	\$9,999.00	\$8,999.10 FL	1	\$8,999.10
17	LC10CAMOU050613	Accela Mobile Office User Packs (includes 5 named users)	\$10,995.00	\$4,289.76 FL	2	\$8,579.52
18	MI100AMOM120613	Accela Mobile Office Annual Maintenance and Support	\$2,199.00	\$1,979.10 FL	2	\$3,958.20
MOBILE OFFICE SUBTOTAL:						\$41,032.02

GOVERNMENT - PRICE QUOTATION



ACCELA GOVERNMENT AT CARAHSOFT



12369 SUNRISE VALLEY DRIVE | SUITE D2 | RESTON, VIRGINIA 20191  
 PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (888) 66CARAH  
 WWW.CARASOFT.COM

LINE NO.	PART NO.	DESCRIPTION	LIST PRICE	QUOTE PRICE	QTY	EXTENDED PRICE
<b>PROFESSIONAL SERVICES</b>						
19	PS-TPM	Professional Services - Technical Project Manager - Per Hour - Project Management	\$300.00	\$180.95 OM	184	\$33,294.80
20	PS-TPM	Professional Services - Technical Project Manager - Per Hour - Project Initiation	\$300.00	\$177.07 OM	80	\$14,165.60
21	PS-TPM	Professional Services - Technical Project Manager - Per Hour - Setup and Installation	\$300.00	\$177.07 OM	48	\$8,499.36
22	PS-TPM	Professional Services - Technical Project Manager - Per Hour - Best Practice Analysis	\$300.00	\$177.07 OM	40	\$7,082.80
23	PS-TPM	Professional Services - Technical Project Manager - Per Hour - Updates to Best Practice Templates	\$300.00	\$177.07 OM	60	\$10,624.20
24	PS-TPM	Professional Services - Technical Project Manager - Per Hour - APO	\$300.00	\$177.07 OM	80	\$14,165.60
25	PS-TPM	Professional Services - Technical Project Manager - Per Hour - Data Conversion	\$300.00	\$177.07 OM	80	\$14,165.60
26	PS-TPM	Professional Services - Technical Project Manager - Per Hour - Interfaces	\$300.00	\$177.07 OM	96	\$16,998.72
27	PS-TPM	Professional Services - Technical Project Manager - Per Hour - GIS Installation & Configuration	\$300.00	\$177.07 OM	96	\$16,998.72
28	PS-TPM	Professional Services - Technical Project Manager - Per Hour - ACA Installation & Configuration	\$300.00	\$177.07 OM	156	\$27,622.92
29	PS-TPM	Professional Services - Technical Project Manager - Per Hour - Accela Mobile Installation & Configuration	\$300.00	\$177.07 OM	88	\$15,582.16
30	PS-TPM	Professional Services - Technical Project Manager - Per Hour - Administrator Training (Add Ad Hoc)	\$300.00	\$177.07 OM	136	\$24,081.52
31	PS-TPM	Professional Services - Technical Project Manager - Per Hour - Daily User Training	\$300.00	\$177.07 OM	24	\$4,249.68
32	PS-TPM	Professional Services - Technical Project Manager - Per Hour - User Acceptance Testing	\$300.00	\$177.07 OM	120	\$21,248.40
33	PS-TPM	Professional Services - Technical Project Manager - Per Hour - Production Support	\$300.00	\$177.07 OM	96	\$16,998.72
34	PS-TPM	Professional Services - Technical Project Manager - Per Hour - Post Production Support Transition to CRC	\$300.00	\$177.07 OM	48	\$8,499.36
<b>PROFESSIONAL SERVICES SUBTOTAL:</b>						<b>\$254,278.16</b>
<b>TOTAL PRICE:</b>						<b>\$381,794.34</b>
<b>TOTAL QUOTE:</b>						<b>\$381,794.34</b>

Pending FL COTS verification

## **Statement of Work**

**The City of Weston, FL**

June 1, 2015

Version 1.3

Carahsoft Technology Corp.  
1860 Michael Faraday Drive  
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Reston, VA 20191  
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**DOCUMENT CONTROL**

Date	Author	Version	Change Reference
11/7/2014	Walter Chavez	1.0	Initial Draft
11/17/2014	Cindy Sullivan	1.1	SOW Review and Edits
3/12/2014	Robert Gigante	1.2	SOW Review and Edits
4/29/2015	Robert Gigante	1.3	Additional Input from Weston Regarding Expenses

## INTRODUCTION

### OVERVIEW

Congratulations on your selection of Accela, Inc. and their enterprise suite of industry leading software. The implementation of Accela products is designed specifically to meet the specific requirements defined by The City of Weston, Florida ("Agency"). Accela will utilize a best practice Implementation Methodology, based on previous client interactions and industry knowledge, to promote a successful project that will meet the Agency's objectives. The following Statement of Work will detail how Accela Services will implement the software you have purchased, including the major milestones and deliverables that will ensure your success.

Accela is committed to providing a superior software solution, and deployment of the software, for the current and future needs of the Agency. Accela will work with Agency staff to optimize Accela's portfolio of software, best practices, and customer experience to enable the Agency to successfully deploy its Accela Automation software and meet its functionality, timing and cost requirements. This Statement of Work ("SOW") dated November 17, 2014, sets forth a scope and definition of the consulting/professional services, work and/or project (collectively, the "Services") to be provided by Accela ("Accela") to Agency.

Capitalized terms not defined in this SOW are as defined in the Services Agreement. In the event of any conflict between the Agreement and this SOW, the terms of the Services Agreement shall govern.

### CRITICAL SUCCESS FACTORS

In order to successfully execute the services described herein, there are several critical success factors for the project that must be closely monitored and managed by the stakeholders. These factors are critical in setting expectations between the Agency and Accela, identifying and monitoring project risks, and promoting strong project communication.

- **Dedicated Agency Participation** – Agency acknowledges that its staff must be actively involved throughout the entire duration of Services as defined in the agreed upon Project Plan. Accela will communicate insufficient participation of Agency resources through Project Status Reports with real and potential impacts to the project timeline. Accela will work the project sponsors and department leaders to determine appropriate team member involvement. This could range from full-time, during early analysis meetings, to part-time during the technical implementation phase. Please see Appendix A for a full description of participant resources.
- **Accela Implementation Methodology** – It is imperative to project success that the Agency is willing to adhere/adopt to the Accela Implementation Methodology. Please see Appendix B for a full description of the Accela Methodology.
- **Knowledge Transfer** – It is critical that Agency personnel participate in the analysis, configuration and deployment of Accela Automation in order for Accela to transfer knowledge to the Agency. Once Post Production assistance tasks are completed by Accela Services, the Agency assumes all day-to-day operations of Accela Automation outside of the Support and Maintenance Agreement. The Support and

Maintenance Agreement does not cover any Agency manipulation of implemented scripts, reports, interfaces and adaptors. Depending on the scope of the project, key knowledge transfer areas could include:

- Configuration
- Scripting
- Batch scripts
- Interfaces
- Event Management Scripts
- Reports and Forms

## HIGH LEVEL SCOPE OF SERVICES

The purpose of this section is to detail the departments, products and high level activities and milestones that comprise the Accela implementation for the Agency. The specific scoping points can be found in Appendix E.

### Departments

The following Agency departments comprise the organization scope of the implementation described herein:

- Building, Planning & Zoning
- Code Enforcement
- Fire

### Products

The following list items represent the Accela products purchased by the Agency that are in scope for this Project:

- Accela Automation Land Management

### High Level Milestones and Sample Deliverables

The scope of services is delivered in six stages and will result in an initial deployment of the Accela platform. A high level description of the phases is listed below. Specific descriptions of all deliverables, responsibilities and acceptance criteria are found in Appendix D. All deliverable templates used are Accela created and follow the Accela methodology. See Assumptions for more information about deliverable templates.

STAGE DESCRIPTION	MILESTONE OVERVIEW	SAMPLE DELIVERABLES
Stage 1: Initiation	Set up the project framework for a successful delivery	Project Charter Project Plan Project Kickoff
Stage 2: Analysis	Provide best practice consulting to define to-be configuration for Agency	To-Be Analysis documentation
Stage 3: Solution Foundation	Create the appropriate solution architecture blueprint for a successful deployment	Configuration blueprint



Stage 4: Build/Conversion	Build out Accela platform. Create and deliver conversion schemas, interface schemas and other technology solutions needed for implementation	Historical Data Analysis & Mapping (if needed) Development of Scripts & Interface specifications (if needed) Reporting specifications (if needed)
Stage 5: Readiness	Validate Accela solution for Agency deployment via testing	User Acceptance Testing Training
Stage 6: Deploy	Move to Production ("Go Live") and Support	Move to Production Post Deployment Support

## PROJECT TIMELINE

The estimated term of this project is 12 months for the initial deployment with the estimated start date being 60 calendar days after contract signing and an estimated completion date of February 2016.

This start date requires Agency to have all appropriate hardware ordered and delivered on hand if appropriate. A lack of hardware that delays the initiation of the project beyond thirty (30) calendar days will result in an additional fee of \$15,000 to host the environment for the Agency until the hardware is installed to avoid additional delays. This fee will be billed upon determination hosting is needed.

Any other customer requested delay to start the project will require a forty-five (45) business day notice to Accela in order for Accela to resource the project. Accela cannot guarantee a start date until Accela resources are confirmed.

Upon initiation of these Services, the Accela Project Manager will work with the Agency to collaboratively define a baseline project schedule. Given the fact that project schedules are working documents that change over the course of the project, the Accela Project Manager will work closely with Agency to update, monitor, agree, and communicate any modifications.

Any resulting delays in the mutually agreed upon project plan that drive the estimated completion date beyond that which was agreed upon that result from Agency challenges (changes in project sponsor, staffing level/availability, missed deadlines) will require a Change Order to reimburse Accela for the additional costs associated with the delay, including, but not limited to, additional hours for project management, deliverable development and review. Please see Change Order details in the Assumptions section. Accela's sample Change Order template is found in Appendix D.

## BILLING TERMS

### BILLING SCHEDULE

Accela will perform the Services on a Deliverable payment basis based on: the nature and scope of the Services and associated Deliverables outlined in Appendix E, the expected staffing requirements, project schedule, Accela's and Customer's roles and responsibilities and the other assumptions set forth in this SOW. Accela's total price to perform the Services and provide the Deliverables described in Appendix E is \$254,278.16 exclusive of taxes and expenses (the "Fixed-Fee"). The Fixed-Fee price is based on the information available at the time of signing and the assumptions, dependencies and constraints, and roles and responsibilities of the Parties, as stated in this SOW. Invoices will be sent



as soon as Accela's Deliverable Acceptance form is signed by the Agency. The table below represents the Services payments to be made during the project, subject to the approval of final contracts.

Deliverable	Description	Extended
1	Project Initiation	\$ 14,165.60
2	Setup and Installation	\$ 8,499.36
3	Best Practice Analysis	\$ 7,082.80
4	Updates to Best Practice Templates	\$ 10,624.20
5, 6	APO	\$ 14,165.60
7, 8	Data Conversion	\$ 14,165.60
9	Interfaces	\$ 16,998.72
10	GIS Installation & Configuration	\$ 16,998.72
11	ACA Installation & Configuration	\$ 27,622.92
12	Accela Mobile Installation & Configuration	\$ 15,582.16
13	Administrator Training	\$ 24,081.52
14	Daily User training	\$ 4,249.68
15	User Acceptance Testing	\$ 21,248.40
16	Production Support	\$ 16,998.72
17	Post Production Support Transition to CRC	\$ 8,499.36
*	Project Management	\$ 33,294.80
	<b>Total</b>	<b>\$ 254,278.16</b>

\* Project Management will be billed @ \$2,774.75 for Month 1 and \$2,774.55 for months 2 through 12

## EXPENSES

The overall fee listed in the Billing Terms section is exclusive of expenses.

Upon mutual agreement of both parties, travel, lodging, and transportation will be scheduled and paid for directly by the Agency at the request of Accela. The Agency will reimburse meals and incidentals at the then current GSA M&IE reimbursement rates for the Fort Lauderdale, Broward County area.

## CONTRACT SUM

The total amount payable under this Agreement is therefore \$254,278.16.

The estimated fees for this SOW are predicated on the timely completion of project milestones. However, should completion of milestones slip due to actions of Agency, and should this slippage result in material effort to Accela in excess of the hours provided for in this document, Accela will produce a change order at a rate of \$185.00 per hour for additional hours in support of the scope and deliverables contained herein. Any change order will need to be approved by both Agency and Accela. Change orders will need to be approved within three business days of delivery to avoid a halt of work on the engagement.

## PROJECTS PUT ON HOLD

It is understood that sometimes Agency priorities are revised requiring the Agency to place the Accela implementation on hold.

It is understood that sometimes Agency priorities are revised requiring the Agency to place the Accela implementation on hold. The Agency must send a formal written request sent to Accela in order to put the project on hold. A project can be on hold for up to 90 days without invoking the termination clause (see Services Agreement). After that time, Accela can choose to cancel the rest of the Statement of Work. To finish the project will require a new Statement of Work at new pricing.

When a project is put on hold, at minimum, Accela will need to draft a Change Order to keep some of the Accela project manager's time engaged to monitor progress and to resource the project once it comes off hold. Other Change Order items may be needed as a result of the delay. When a project goes on hold, project resources will be re-deployed and Accela will need a forty-five (45) calendar day notice to re-staff the project. Resumption of the project will be dependent upon Accela resourcing timelines.

Should the Agency become non-responsive to Accela communications for a term of 30 calendar days regarding continuance of the project work, Accela can choose to cancel the remainder of the Statement of Work. To finish the project will require a new Statement of Work at new pricing at the current rates.

## PROJECT ASSUMPTIONS

### GENERAL PROJECT ASSUMPTIONS

#### Scope and Timeline

- Scope is based on discovery sessions with Agency prior to the SOW development.

- Agency and Accela will review their responsibilities before work begins to ensure that Services can be satisfactorily completed and in the appropriate timeframe.
- Coding not specifically described in this document is the responsibility of Agency.
- "Go live" (system is in production) timeline assumes timely completion of Agency deliverables (including finalization of requirements / use cases / product catalog), availability of key Agency resources, and collaboration and availability of any third-party vendor resources. Late (per mutually agreed project plan) Agency deliverables may adversely impact overall implementation timeline.
- Overall project plan will be mutually agreed to by Agency and Accela project managers prior to final Configuration.
- Accela will provide the Agency with a Weekly Status Report that outlines the tasks completed during the prior week, the upcoming tasks that need to be completed during the following week, the resources needed to complete the tasks, a current version of the project plan, and a listing of any issues that may be placing the project at risk (e.g., issues that may delay the project or jeopardize one or more of the production dates).
- The project schedule is managed using Microsoft Project. Should any tasks slip behind schedule ten (10) business days, Accela and Agency will escalate according to the Communication Plan in the Project Charter.
- Deliverables will be documented in Accela based templates using the Accela methodology. There is no stated or implied promise that deliverables will be of a specified page length or comply to Agency formatting requirements. Sample templates are available to Agency upon request.

#### **Training**

- Project assumes that a Train the Trainer approach will be taken during this implementation. The Trainer will train one user in the operation of the creation of products and operation of billing functions in Accela.

#### **Testing**

- Accela is responsible for testing the initial configuration of system
- Agency is responsible for writing any User Acceptance Test Scripts
- Agency is responsible for User Acceptance Test and System Integration Testing

#### **Go Live and Go Live Support**

- "Go Live" definition is that the Accela software is up and running in production. If an Agency moves to production, i.e. "Goes Live" it is deemed to have accepted the product (see "Acceptance" in Services Agreement) and shall comply with any payment obligation for "Move to Production", "Go-Live" and/or "Acceptance". There may be post go-live issues that are being supported during this time; however any financial obligations the Agency may have to Accela based on "Go live", commence on the date the software is available in production.
- Accela consulting resources will support Agency after "Go Live" until such time that Agency is transferred to support (typically within a calendar month).

#### **Project Completion**

- The project is complete once the transition to Accela's support (CRC) has been completed. If applicable, the specific deliverable acceptance process and financial obligation for "transition to CRC" or "project completion" will commence on the date the transition to Accela's CRC.

#### **Acceptance**

- 
- For deliverable based payment agreements the criteria outlined in the Services Description in Appendix E for the corresponding deliverable will be deemed accepted based on the Acceptance language in the Services Agreement. Upon completion of each payment deliverable, Accela will provide the Agency with the Accela Deliverable Acceptance form to formalize acceptance and completion of that piece of scope. The number of days the Agency has to accept or reject the Deliverable Acceptance is delineated in the Services Agreement. The Deliverable Acceptance form is subsequently signed by the appropriate Agency contact, as defined in the Project Charter, and faxed/scanned/mailed or hand delivered to Accela. Please refer to Appendix C to view a sample Deliverable Acceptance Form.
  - For non-deliverable based payment agreements, at minimum, it is requested that Agency sign acceptance for a minimum of the major phases of the project typically: Initiation, Analysis, Foundation, Build, Readiness, and Deployment (as specified in Appendix E). Each phase should be signed off prior to commencing work on the next phase. Accela respectfully requests prompt attention to the processing of all Deliverable Acceptance Forms, as adherence to this timely process directly impacts the ability to complete the project in the desired timeframe.

## PROJECT RESOURCING ASSUMPTIONS

### Agency Resourcing

- Agency will provide a dedicated Project Manager throughout the course of the implementation.
- Agency Project Manager will maintain primary responsibility for the scheduling of Agency employees and facilities in support of project activities. Estimated time commitments for resources are outlined in Appendix A.
- Agency has committed to the involvement of key resources and subject matter experts for ongoing participation in all project activities as defined in the project plan associated with this SOW.
- Agency agrees during the Initiation Phase of the project to assign a single designated approver for each major project deliverable. The designated approver will be responsible for overseeing and/or directly participating in the design and development, as well as the approval, of the deliverable. Agency may make changes to designated approvers with written notification to Accela a minimum of one month before a deliverable is due.
- Agency will provide access to subject matter experts and decision makers in a timely fashion.
- Agency will commit project sponsors and all necessary stakeholders and SME's during the project kickoff.
- Agency will commit all necessary SME's and IT personnel during the requirements and design phase for the appropriate sessions as outlined by the Accela Project Manager during Kick-Off preparation.

### Accela Resourcing

- Upon mutual agreement of both parties, travel, lodging, and transportation will be scheduled and paid for directly by the Agency at the request of Accela. The Agency will reimburse meals and incidentals at the then current GSA M&IE reimbursement rates for the Fort Lauderdale, Broward County area.
- Accela personnel will attend Agency executive steering committee meetings as needed.

- In the pricing, Accela has assumed the appropriate resourcing to ensure deployment success for the scope outlined. Significant additional support requested by Agency over this level of resourcing would necessitate a change order that could impact the cost of the project.
- Accela will provide a project manager for services throughout the implementation in order to plan and monitor execution of the project in accordance with deliverables outlined in the Statement of Work. To support the implementation of the Accela Automation software at the Agency, Accela will provide Project Management services throughout the project.
- Any additional worked hours over the hours or scope stated in the SOW will require a Change Order.

#### Third Party Resourcing

- Accela is not responsible for impacts to project timeline created by dependency on Agency third party consultants. Timeline changes will result in a Change Order for extension of Accela project resources caused by Agency third party consultant actions (including availability) resulting in additional time or scope.

#### PAYMENT ASSUMPTIONS

##### General

- Invoices are due net 30 of the invoice date.

##### Deliverable Payments

- While it is requested that the Agency signs a Deliverable Acceptance form to generate an invoice for Fixed Fee Deliverable payments, it is not required to invoice the Customer if the work has been completed.

#### ACCELA SOLUTION ASSUMPTIONS

##### General

- Agency shall provide the necessary tools, accounts, and permissions that will enable Accela to access the Agency's internal network for the purpose of remote installation and testing. This access must be provided through industry standard tools such as Virtual Private Network (VPN). Failure to provide this access in a timely fashion will result in a project delay. Such a delay will result in a Change Order.
- Accela will implement the most current version of Accela Automation at the time of the contract signing.
- Agency will provide/purchase/acquire the appropriate hardware, software and infrastructure assets to support all required Accela software products in both support/testing and production environments as defined in the project schedule.
- For use with Accela Citizen Access, Agency will provide/purchase/acquire an online merchant account and all related hardware required by the merchant account provider for the handling of credit cards and/or checks.
- Agency is responsible for proper site preparation, hardware, software, and network configuration in accordance with Accela specifications.
- Accela will be responsible for implementing a functioning version of the application software at the Agency (assuming the Agency has installed the proper hardware, software, and networking devices).
- Agency will ensure that Accela resources have access to a Dev or Test version of the 3<sup>rd</sup> party system for interface development. All interfaces will be developed against 1 (one), agreed upon version of the 3<sup>rd</sup> party system.
- Agency will provide Accela with access to test and development environments for each Agency system that requires integration with Accela Automation.

## Data Conversion

The following information provides detail related to the scope of Accela's data conversion offerings. Due to the inherent complexity of conversion activities, it is critical to address and understand common questions and misconceptions. Any conversion activity or requirement not included in this section is considered out of scope, and may be addressed through a change order for Accela services.

### General Information AND Requirements for Historical Conversions

- The standard data conversion includes the conversion of transactional data to the Accela Automation database when a configured destination exists. In the event there is no destination for legacy transactional data then it will be required to be converted as best fits into another area of the configuration or excluded from the conversion effort.
- Accela will perform unit testing of the conversion program including spot checks of the data within Accela Automation in order to identify if data corruption issues exist. Extensive quality assurance of legacy/historical data by the agency is required in order to ensure accurate transfer of data.
- A completed, signed off, Solution Foundation must be available before Accela will begin the data conversion mapping effort.

### Data Conversion Assumptions

- **"As-Is" Approach:** Conversion of transactional tables, Address/Parcel/Owner (APO) data, Professional License data is executed "As-is" into Accela Automation. "As-is" means that the data will be transformed as mapped to existing configuration elements in Accela Automation. The conversion process will not create configuration data or alter the mapped data when processed into Accela Automation. Additionally this means if invalid, inaccurate, or incomplete data is provided, it will be loaded into Accela Automation "As-Is". All data cleanup must occur prior to execution into Accela Automation.
- **Accela Data Conversion Tools:** Data will be mapped and converted utilizing Accela's Extract, Translate and Load ("ETL") toolset. This will assist to ensure the accuracy of the mapping. The data mapping tool ensures that the legacy source to Accela Automation solution is accurate and prevents data from failing to convert, while the execution tool can be used to consistently run conversion process and track statistics.
- **Acceptable Data Formats For Historical Conversion:** It is expected that the Conversion Source Data be provided in an Oracle 10g/11g or Microsoft SQL Server 2000/2005/2008 database format. In the event that the source is not in an acceptable format, Accela will provide recommendations for transposing the data in the proper format.
- **Acceptable Data Formats For Reference Conversion:** It is expected that the Conversion Source Data be provided in Oracle 10g/11g, Microsoft SQL Server 2000/2005/2008, or pipe delimited flat file format. In the event that the source is not in an acceptable format, Accela will provide recommendations for transposing the data in the proper format.
- **Documents:** Historical/Legacy data conversion includes the conversion of attached documents into Accela Document Services ("ADS") in Accela Automation, provided the Agency provides the documents in the structure Accela requires. The documents will be converted to the configured primary electronic document management system (EDMS). See [Standard Document Migration](#) for additional details.

## Standard Document Migration

- The standard document conversion may be utilized to convert record/permit level attached electronic documents into the configured Accela Automation EDMS systems. In the event a 3<sup>rd</sup> party EDMS is used by Accela Automation, it is still possible to convert documents if the 3<sup>rd</sup> party interface supports the create method.
- At a minimum the electronic document(s) to be converted must exist in a Microsoft Windows accessible file system (ex. NTFS, FAT32) and have the ability to identify the associated Record ID in order to be converted. In the event that the files exist in a database they must be extracted into a windows file system prior to be evaluated for conversion.

## ADMINISTRATION

### LOCATION OF SERVICES AND KEY CONTACT

Services contracted under this SOW may be performed remotely and/or at the Agency's on-site facilities as deemed appropriate and reasonable for the successful completion of the Services detailed herein.

Please indicate below the primary Agency location which will benefit from the services covered under this SOW.

<b>Work Location:</b>	
-----------------------	--

Please indicate below the key Agency contact that will be responsible for Project Management:

<b>Name:</b>	
<b>Title:</b>	
<b>Phone Number(s):</b>	
<b>Email:</b>	

### CHANGE ORDERS

In order to make a change to the scope of Professional Services in this SOW, Agency must submit a written request to Accela specifying the proposed changes in detail. Accela shall submit to Agency an estimate of the charges and the anticipated changes in the delivery schedule that will result from the proposed change in the Professional Services ("Change Order"). Accela shall continue performing the Professional Services in accordance with the SOW until the parties agree in writing on the change in scope of work, scheduling, and fees therefore. Any Change Order shall be



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agreed to by the parties in writing prior to implementation of the Change Order. If Accela's effort changes due to changes in timing, roles, responsibilities, assumptions, scope, etc. or if additional support hours are required, a change order will be created that details these changes, and impact to project and cost (if any). Any change order shall be signed by Accela and Agency prior to commencing any activities defined in the change order. Standard blended rate for Accela resources is \$185.00 per hour. The Change Order Template is attached hereto as Appendix D.

#### EXPIRATION

The scope and terms of this SOW must be executed as part of the Agency Services Agreement within sixty (60) calendar days of the date of this SOW. If the SOW is not executed then the current scope and terms can be renegotiated.

## APPENDIX A: PROJECT RESOURCES

### AGENCY RESOURCES

Agency must fill the appropriate roles with the appropriate personnel to work together with the Accela Project Team for these Services and that Agency will make available additional resources as needed for the Services to be successful. Agency roles can be filled by the same person. In addition, Agency will provide all necessary technical resources to make appropriate modifications within any Agency systems wishing to integrate with any Accela systems. These resources must be proficient in Agency coding/development environment and tools, to make the required changes to their software to enable integration and must be available during the timeframe of these Services. Agency roles include Sponsor, Project Manager, Technology Manager, and Business Lead(s) for each Division/department being implemented, Super User trainers, and others as appropriate.

Agency Resources	Description	Hours per week Implementation Estimate	Hours per week Support Estimate
Project Sponsor	Responsibilities include: <ul style="list-style-type: none"> <li>• Ultimate responsibility for the success of the project,</li> <li>• Creating an environment that promotes project buy-in,</li> <li>• Driving the project through all levels of the agency,</li> <li>• High-level oversight throughout the duration of the project,</li> <li>• Serving as the primary escalation point to address project issues in a timely manner.</li> </ul>	2 Hours*  (*Might be higher during initiation)	2 Hours
Project Manager	Responsibilities include: <ul style="list-style-type: none"> <li>• Overall administration, coordination, communication, and decision-making associated with the implementation;</li> <li>• Planning, scheduling, coordinating and tracking the implementation with Accela and across departments within the agency;</li> <li>• Ensuring that the project team stays focused, tasks are completed on schedule, and that the project stays on track.</li> </ul>	40 Hours	10 Hours

<p><b>Division/Departmental Business Leads</b></p>	<p>A user representative for each affected department must be appointed to facilitate analysis and configuration and serve as a decision-making entity for that group. These critical appointments may well determine the success of the implementation for their respective areas. Responsibilities include:</p> <ul style="list-style-type: none"> <li>• Attending requirements workshop sessions;</li> <li>• Willing and able to gather data and make decisions about business processes;</li> <li>• Assist in the creation of specifications for reports, interfaces &amp; conversions</li> <li>• Review and test the system configuration;</li> <li>• Participating in the implementation of the Accela Automation solution.</li> </ul>	<p>1 (minimum) super user / liaison FTE per department. 50-75% dedication of a 2-3 resources per department for 4-6 weeks. End-user training period is 2-3 FTEs for 4 weeks at about 50% dedication and User Acceptance Testing and Go-Live activities will require 2-3 FTEs at 80% dedication.</p>	<p>2 Hours</p>
<p><b>Division/Departmental Subject Matter Expert (SME)</b></p>	<p>Responsibilities include:</p> <ul style="list-style-type: none"> <li>• Being trained on the Accela Automation system at a System Administration level;</li> <li>• Being fully engaged in the Business Analysis and system configuration activities;</li> <li>• Assist internal efforts towards the creation of reports, interfaces &amp; conversions;</li> <li>• Assist in the review and testing of the system configuration;</li> <li>• Actively participate in the full implementation of the Accela Automation solution.</li> </ul>	<p>2 Individuals, 30 Hours</p>	<p>40 Hours</p>
<p><b>Technical Lead</b></p>	<p>Responsibilities include:</p> <ul style="list-style-type: none"> <li>• Primary responsibility for the technical environment during the software implementation;</li> </ul>	<p>40 Hours</p>	<p>5 Hours</p>

	<ul style="list-style-type: none"> <li>• Ensure that servers, databases, network, desktops, printers, are available for system implementation and meet minimum standards;</li> <li>• Work with Accela technical personnel during implementation;</li> <li>• Maintain test and production databases;</li> <li>• Perform day-to-day maintenance of the system and install maintenance releases;</li> <li>• Act as the primary technical resource for troubleshooting problems;</li> <li>• Establish and maintain backup, archival, and other customary maintenance and housekeeping activities.</li> </ul>		
Report Developer	<p>Responsibilities include:</p> <ul style="list-style-type: none"> <li>• Understanding reporting needs of Agency</li> <li>• Ability to write or amend reports as the Agency's report needs grow</li> </ul>	40 Hours during reporting phase of project	20-40 Hours

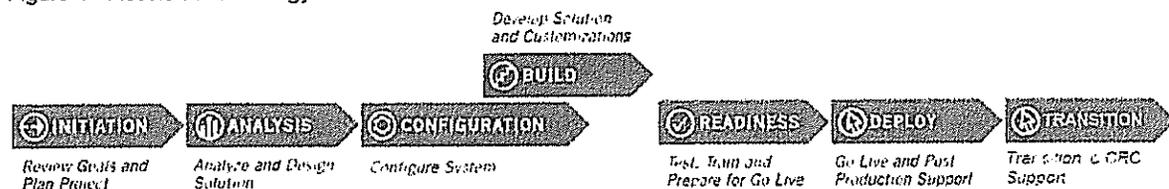
## APPENDIX B - ACCELA IMPLEMENTATION METHODOLOGY

Accela will deliver its Services to the Agency by employing the methodology detailed in this section. This is a proven methodology that guides the project from inception to deployment, thereby increasing the chances of successfully implementing Accela software products. Project delivery through execution of this Implementation Life Cycle is described below.

### IMPLEMENTATION LIFE CYCLE

Thorough execution of these six stages ensures that Accela customers receive high-quality services throughout the project engagement.

Figure 1 - Accela Methodology



As illustrated in the figure above, the stages of project delivery flow in linear direction, although many tasks run in parallel as appropriate to avoid unnecessary project delays. Each stage has pre-defined objectives, tasks and associated deliverables. Depending on the exact scope of the project, a full complement or subset of all available deliverables will be delivered through the services defined for the project. Employing this deliverables-based approach ensures that Accela and the Agency understand the composition and 'downstream' impact of each project deliverable to ensure the project is delivered with quality and in a timely manner.

## INITIATION

**Initiation** represents the first stage in the lifecycle. During the Initiation stage, project contracts and the SOW are finalized, project scope and objectives are reviewed, and project planning activities and deliverables are completed.

## ANALYSIS

**Analysis** is the second stage in the lifecycle. During the Analysis stage, Accela reviews existing agency documentation, interviews agency staff, and conducts workshops to understand the "To-Be" vision of the Agency that can be executed with the aid of Accela Automation. It is during this Phase that Accela gains a deeper understanding of Agency processes and business rules; simultaneously, the Agency begins to gain a deeper understanding of the methodology and Accela Automation capabilities. A key output of this Phase is the To-Be Analysis Document(s) which serve as the 'foundation' for configuration of Accela Automation to support germane elements of the Agency "To-Be" vision. Supplementing the To-Be Analysis Document(s) are all other configuration specifications documents related to data conversion, interfaces, reports, and event scripts.

## SOLUTION FOUNDATION

**Solution Foundation** is the third stage in the lifecycle. It begins upon completion of Stage 2 and should be completed prior to the next stage, Build. During the Solution Foundation stage, Accela Automation will be built to match the to-be processes agreed to in the Analysis stage. Essential to this effort is the configuration of the Record (Case, Application, Permit, Work Order, etc.) types that were agreed to during the Analysis phase.

## BUILD

**Build** serves as the fourth stage in the lifecycle, and execution of this stage overlaps Configuration, but ends after Configuration is complete. During the Build stage, all defined elements during the Analysis stage beyond the Solution Foundation will be implemented. This includes conversions, event scripts, interfaces and reports.

## READINESS

**Readiness** is the fifth stage in the lifecycle. During the Readiness stage Accela Automation is fully tested, errors are identified, documented and corrected. Additionally, the solution is prepared for deployment. In addition, system administrators and end users are trained so that all appropriate agency staff members are prepared to use and maintain the software once the move to production occurs.

## DEPLOY

**Deploy** is the sixth and final stage in the lifecycle. During the Deploy stage the applications are moved to production; all requisite pre-production activities are identified, tracked and completed, and post-production

analysis and review is completed. Upon moving to production, the Accela Automation applications are transitioned to the Accela Customer Resource Center ("CRC") for ongoing support. A formal transition will occur between the Services team and the CRC that instructs the agency on available communication channels (telephone, email, and online tracking system) and use of the Accela knowledge base. Lastly, all documented issues or enhancement requests will be transitioned from the Services team to the Customer Resource Center.

## APPENDIX C – DELIVERABLE ACCEPTANCE FORM

Please acknowledge acceptance by:

<p><b>A</b></p> <p>Sign and fax this document to:</p> <p>Accela, Inc.</p> <p>Tel:</p> <p>Fax:</p>	<p><b>OR</b></p>	<p><b>B</b></p> <p>Email this document as an attachment to:</p> <p><b>EMAIL</b></p>
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Date:	
Agency Name:	
Approving Agency Manager:	
Accela Manager:	
Project Name / Code:	
Contract / Agreement #:	

Agency agrees that Accela has successfully completed the following Deliverables:

Deliverable #	Source / Reference Details
	Service Agreement

Agency agrees that Accela has successfully completed the Deliverables described above in accordance with the terms of the related Contract/Agreement.

**APPROVALS:**

Agency Name \_\_\_\_\_

Signature \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

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**APPENDIX D – CHANGE ORDER**

SAMPLE CHANGE ORDER – PAGE 1

Agency: \_\_\_\_\_ CO #: \_\_\_\_\_  
Project Code: \_\_\_\_\_ Date: \_\_\_\_\_  
Contract #/ PO #: \_\_\_\_\_  
Initiating Department: \_\_\_\_\_  
Initiated By: \_\_\_\_\_  
Change Category:  Product  Project  Contract  Maintenance

<p><b>PROJECT CHANGE DESCRIPTION/TASK SUMMARY:</b></p> <p>1. Log File</p> <p>Issue details / scope impact:</p> <ul style="list-style-type: none"><li>• Schedule impact:</li><li>• Resource impact:</li><li>• Cost impact:</li></ul> <p>2.</p> <p>Issue details / scope impact</p> <ul style="list-style-type: none"><li>• Schedule impact:</li><li>• Resource impact:</li><li>• Cost impact:</li></ul> <p>Total Project Schedule Impact: Total Project Resource Impact: Total Project Cost Impact:</p>
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<p><b>DISPOSITION COMMENTS:</b></p>
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Disposition:  Approved  Rejected  Closed  See Comments  
Date: \_\_\_\_\_



SAMPLE CHANGE ORDER – PAGE 2

The above Services will be performed in accordance with this Change Order/Work Authorization and the provisions of the Contract for the purchase, modification, and maintenance of the Accela systems. The approval of this Change Order will act as a Work Authorization for Accela and/or Agency to perform work in accordance with this Change Order, including any new payment terms identified in this Change Order. This Change Order takes precedent and supersedes all other documents and discussions regarding this subject matter.

<b>Accepted By: Agency</b>	<b>Accepted By: Accela, Inc.</b>
By:	By:
Print Name:	Print Name:
Title:	Title: Director
Date:	Date:

	<b>Accepted By: Accela, Inc.</b>
	By:
	Print Name:
	Title: Sr. VP of Services
	Date:

## APPENDIX E – DETAILED SCOPE

The following section describes the specific activities and tasks that will be executed to meet the business objectives and business requirements of the Agency. In support of the implementation effort as described above, Accela will provide the following detailed implementation services. For each deliverable, a description is provided as well as criteria for acceptance of the deliverable.

### STAGE 1 - INITIATION

#### DELIVERABLE 1: PROJECT INITIATION

Project initiation is an opportunity to ensure the project starts in a well-organized, structured fashion while re-confirming the Agency and Accela expectations regarding the implementation. This Deliverable is comprised of project planning activities, core project management documents and templates and the first on-site meeting conducted between the Agency and Accela after the signing of the Statement of Work.

In conjunction with the Agency representatives, Accela will perform the following tasks:

- Finalize staffing for the project teams.
- Conduct a formal onsite Kickoff meeting. The objective of this meeting is to review the purpose of the project and discuss the project scope, roles and responsibilities, deliverables, and timeline.
- Provide Accela standard Project Status Report Template format.
- Finalize and document formal deliverable signoff procedures, identify team members that will be responsible for signoff from the Agency and Accela.
- Finalize an integrated baseline project plan that includes resource allocation for all tasks (in cooperation with the Agency Project Manager).
- Develop a Project Charter that defines how the project will be governed, including a detailed escalation plan.
- Create the project SharePoint site and load all standard, current documentation.
- Conduct Core Team training in order to prepare the Subject Matter Experts for the To-Be Analysis stage.

The Project Kickoff Meeting includes a formal presentation by the project team to review project objectives, methodology, timeline, roles and responsibilities, risks, and other key project elements with project stakeholders.

In terms of specific output, the following will be executed for this deliverable:

- Project Charter
- Baseline Project Plan
- Project Status Report Template
- Project SharePoint Site
- Project Kickoff Presentation
- Core Team Training (1 day)

#### Accela Responsibilities:

- Provide timely and appropriate responses to Agency's request for information.
- Coordinate project planning activities.
- Communicate the Accela Implementation Methodology that will be used by Accela to deliver Services.

- 
- Complete Baseline Project Plan, Project Status Report Template, and Project Kickoff Presentation deliverables with input from appropriate Agency resources.

#### Agency Responsibilities:

- Identify and set expectations with key resources and subject matter experts for ongoing participation in the project.
- Provide timely and appropriate responses to Accela's requests for project planning input and meeting logistics requests.
- Provide meeting facilities for Project Kickoff and other onsite activities.
- Include Project Sponsor in Project Kickoff Meeting.
- Provide suitable Agency facilities to accommodate training.
- Ensure that users are proficient in using PC's in a Windows environment as a prerequisite for the training.
- Ensure that users are familiar with use of standard Internet browsers as a prerequisite for the training.

#### Acceptance Criteria:

- Review and acceptance of the Project Status Report Template
- Review and acceptance of the Baseline Project Plan
- Review and acceptance of the Project Charter
- Completion of the Project Kickoff Meeting
- Completion of Core Team Training

## **DELIVERABLE 2: ACCELA AUTOMATION SETUP – DEV AND TEST**

During the System Setup step of this project, Accela's technical staff will work with the Agency IT staff to ensure that the components for hardware, software, database, network, and Internet are in place for the test and development environments. Accela technical staff will validate the proper installation and configuration of the Accela Automation environment. This Deliverable is defined as the installation of the Accela Automation software on Agency computer systems, such that Agency can log into the system and verify that the software was installed. During the installation of Accela Automation, documentation on the installation of Accela Automation will be provided to the Agency as reference material.

In terms of specific output, the following will be executed for this deliverable:

- Installation of the Accela Automation software, development and test environments
- Demonstration of an operational Accela Automation environment
- Installation documentation

Specifically, Accela will perform the following tasks within the support environment:

- Perform a remote system check of the installation.
- Install Accela software.
- Demonstrate that the Accela Automation applications are operational in the Agency computing environment.
- Provide documentation of the Agency installation.
- Configure Accela Automation to use the reporting technology selected by the Agency (Crystal Reports),

#### Accela Responsibilities:

- Provide timely and appropriate responses to Agency's request for information.

- 
- Consult with Agency resources to provide technical input and answer technical questions related to the installation requirements for Accela Automation.
  - Deliver and install the Accela Automation software on the Agency server.
  - Provide hardware and installation documentation to Agency in order to facilitate procurement.

#### Agency Responsibilities:

- Provide timely and appropriate responses to Accela's requests for information.
- Procure and configure necessary hardware, non-Accela systems software, and networking infrastructure as specified by Accela.
- Provide/purchase/acquire the appropriate hardware, software and infrastructure assets to support the reporting technology.
- Prepare the hardware, software, and network in accordance with the specifications provided by Accela.
- Make available the appropriate Agency key IT users to participate in any hardware, software, environment, and infrastructure meetings.
- Arrange for the availability of appropriate people for the system installation, setup, testing, and quality assurance throughout the setup process.

#### Acceptance Criteria:

- Confirmation of ability to log into the Accela Automation software that has been installed on Agency hardware

## **STAGE 2 – ANALYSIS**

Best Practice Analysis is comprised of the activities required to define the Accela Automation Solution Foundation for the Agency.

### **DELIVERABLE 3: BEST PRACTICES ANALYSIS SESSIONS**

Accela will work closely with designated Agency personnel and will conduct analysis sessions to capture and align Accela Best Practice Templates with Agency business processes. A part of the process mapping is to group "like" processes together to assist in streamlining the analysis and minimize redundancy. Accela will allocate 40 hours to this effort, additional efforts required outside this scope can be addressed via the Change Order process.

#### Accela Best Practice Template Record Types (Land Management):

## Permitting and Inspections

Commercial Addition	Commercial Re-Roof	Residential Plumbing	Residential Pool-Spa
Commercial Alteration	Residential Addition	Residential Re-Roof	Temporary Sign
Commercial Demolition	Residential Alteration	Multi-Family Addition	Permanent Sign
Commercial New	Residential Demolition	Multi-Family Alteration	Grading
Commercial Electrical	Residential New	Multi-Family Demolition	
Commercial Mechanical	Residential Electrical	Multi-Family New	
Commercial Plumbing	Residential Mechanical	Commercial Pool-Spa	

## Planning and Zoning

Subdivision	Design Review	Pre-Application Meeting	Annexation
Preliminary Map	Variance	Appeal	General Plan Update
Final Map	Rezoning	Time Extension	Specific Plan
Planned Unit Development	Plan Amendment	Modification to Prior Approval	Zoning Text Amendment
Conditional Use	Home Occupation Permit	Confirmation Letter	

## Code Enforcement

Complaint	Abandoned Vehicle Violation	Working W/O Permit Violation	Home Occupation Violation
Animal Violation	Overgrown Weeds Violation	Garbage Service	Illegal Sign Violation
Graffiti Removal	Grading Violation	Junk on Property Violation	
Noise Nuisance	Illegal Occupancy Violation	Vacant Building Violation	
Tree Violation	Sub-Standard Property Violation	Fence Violation	

In terms of specific output, the following will be executed for this deliverable:

- > Best Practice Business Process Gap Analysis
- > Accela will allocate 40 Hours to this effort

### Accela Responsibilities:

- Provide timely and appropriate responses to City's request for information.
- Conduct to-be analysis sessions to capture the required fees to be configured within the system.
- Conduct meetings via email, web conference, and phone to validate against provided fee schedules.

### City Responsibilities:

- Provide timely and appropriate responses to Accela's requests for information.
- Make available the appropriate City key.
- Provide any existing fee schedules.
- Schedule participants and meeting locations for analysis activities.

### Acceptance Criteria:

- Completion of Fee analysis against BPT's.

## STAGE 3 – SOLUTION FOUNDATION

The Build stage includes data conversions, development of interfaces, development of all Business Process Validation and Automation (Event Manager Scripts and Expressions) configuration of add-on products and custom report development. It comprises all of the additional activities outside of solution foundation that are required to complete

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the total solution for the Agency. Similar to the Configuration Stage, it is critical that appropriate agency representatives are involved in each step of the process to ensure success.

## **DELIVERABLE 4: UPDATES TO BEST PRACTICE CONFIGURATION**

Accela resources will provide updates Best Practice Templates for the Agency with specific business processes where needed. The Agency will be allowed to customize up to 6 of the Best Practice Templates they want deployed from the Accela library of templates. Accela will allocate 60 hours to this effort, additional efforts required outside this scope can be addressed via the Change Order process.

The following list provides examples of the types of updates that may be required;

- Add or rename existing fields in order to account for Agency business processes and/or data conversion mapping.
- Define and create user accounts with associated user groups/security access.
- Updates to existing workflows as needed
- Updates to existing system dropdown fields
- Updates and creation of Agency specific fee schedules
- Updates and creation of Agency specific inspection types and guide sheets/checklists
- Others areas as defined

In terms of specific output, the following will be executed for this deliverable:

- Completion of 6 Best Practice Template record types.
- Accela has Allotted 60 Hours to this effort.

### Accela Responsibilities:

- Provide timely and appropriate responses to Agency's request for information.
- Interview staff in order to understand existing business processes.
- Conduct requested sessions to capture the required business processes to be automated within the system.
- Conduct meetings via email, web conference, phone, and in person to complete required consulting.

### Agency Responsibilities:

- Provide timely and appropriate responses to Accela's requests for information.
- Make available the appropriate Agency key users and content experts to provide required information, participate in the configuration analysis and verify the accuracy of the documented workflows, input/output formats, and data elements.
- Provide any existing business process documentation, including process flows; fee schedules; commonly used applications, reports and forms; and other relevant information
- Schedule participants and meeting locations for analysis activities.

### Acceptance Criteria:

- Completion of 6 Accela Best Practice Template Record Types

## STAGE 4 - BUILD

The Build stage includes data conversions, development of interfaces, development of all Business Process Validation and Automation (Event Manager Scripts and Expressions) configuration of add-on products and custom report development. It comprises all of the additional activities outside of solution foundation that are required to complete the total solution for the Agency. Similar to the Configuration Stage, it is critical that appropriate agency representatives are involved in each step of the process to ensure success.

## DATA CONVERSION

Data conversion of historic/legacy data from Agency systems is a critical activity for the success of this project. The Accela team is highly experienced in planning for, and executing these activities and will work closely with Agency staff to ensure a successful transition of data. Specifically, the Accela team will work with Agency to understand the data sources, how they are used, where their data will be stored in Accela Automation and the quality of that data. Often multiple sources store and manage similar information and decisions need to be made about the authoritative source. It is also common to find that data sources have not had strong controls and the accuracy is questionable or there is missing data. There are techniques and tools that Accela may recommend to understand the current state of Agency data so that decisions can be made about data quality and what to convert. Upon completion of the data analysis, mapping of historical/legacy data sources may begin with Accela's mapping tool and conversion iterations performed as outlined in the Project Plan. Accela provides release notes during these conversion tests to verify data is being transferred correctly (e.g., number of records and expected values in fields).

Accela will lead the conversion effort and specifically assist in the following areas: data mapping, script development for conversion, assistance in data testing and validation, and with the planning and execution of the final data conversion. For conversions, it is expected and anticipated that the Agency will provide resources knowledgeable with the historical data to assist in the data migration/conversion effort.

The required data mapping effort will be conducted by Accela personnel with assistance from the Agency. Once the data mapping has been defined, Accela will ask that a representative of the Agency sign off on the data maps. Accela will be responsible for the data conversion programs to load data from the staging tables to the Accela Automation database. **PLEASE REFER TO DATA CONVERSION ASSUMPTIONS FOR SPECIFIC ASSUMPTIONS AND PARAMETERS RELATED TO ACCELA'S CONVERSION APPROACH.**

Accela will conduct Analysis/Mapping and Data Conversion Development (Deliverable 3 and 5) for each Legacy system that will have data converted to Accela within the scope of this implementation.

Deliverable	System Name	Description
5 and 6	APO	Address, Parcel and Owner data.
7 and 8	INKforce	Permit and inspection historical data.

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## DELIVERABLE 5: APO DATA CONVERSION ANALYSIS

Upon receipt of Agency's Legacy data, Accela will create a Data Conversion Mapping Document detailing the data conversion process, mutually agreed upon requirements and mapping of Agency's historical data into Accela Automation.

In terms of specific output, the following will be executed for this deliverable:

- Historical Data Conversion Mapping Document

### Accela Responsibilities:

- Work with the Agency to define and document historical data elements that are required for the conversion.
- Facilitate the data analysis and mapping process
- Complete the Data Conversion Specifications Document.

### Agency Responsibilities:

- Provide historical data in acceptable formats.
- Provide subject matter experts on the data source to aid Accela in identifying key components of the historical data
- Provide subject matter experts on the historical configuration to aid in the data mapping process
- Review and sign-off on completed Data Conversion Specifications document.

### Acceptance Criteria:

- The Historical Data Conversion Specifications document identifies historical data elements that will be converted into Accela Automation as well as document special consideration (ex. merging data sources, phasing, etc.)

### Acceptance Review Period:

- Ten (10) business days total

## DELIVERABLE 6: APO DATA CONVERSION DEVELOPMENT

Upon Agency approval of the Historical Data Conversion Specifications document, ([Deliverable 4](#)), Accela will provide a program(s) to migrate appropriate historical data into Accela Automation. Upon receipt of the conversion from Accela, the Agency DBA will load the data into the Test environment for validation.

In terms of specific output, the following will be executed for this deliverable:

- Completion of migrated data into Accela Automation development or test environment.

### Accela Responsibilities:

- Provide a program to migrate historical data into the Agency's AA test database environment.
- Each data conversion will include up to three (3) conversion loads for client testing
- Validate the successful completion of the migration of historical data into the Agency's test environment.

### Agency Responsibilities:

- Providing the legacy data source in an accepted format

- Assist in the execution of the data conversion program and provide access to environments as needed
- Provide resources to validate the conversion statistics and the quality of the data converted into Accela Automation

Acceptance Criteria:

- Historical data has been converted to Accela Automation testing environment according to the Data Conversion Mapping document.

Acceptance Review Period:

- Ten (10) business days total

## DELIVERABLE 7: INKFORCE DATA CONVERSION ANALYSIS

Upon receipt of Agency's Legacy data, Accela will create a Data Conversion Mapping Document detailing the data conversion process, mutually agreed upon requirements and mapping of Agency's historical data into Accela Automation.

In terms of specific output, the following will be executed for this deliverable:

- Historical Data Conversion Mapping Document

Accela Responsibilities:

- Work with the Agency to define and document historical data elements that are required for the conversion.
- Facilitate the data analysis and mapping process
- Complete the Data Conversion Specifications Document.

Agency Responsibilities:

- Provide historical data in acceptable formats.
- Provide subject matter experts on the data source to aid Accela in identifying key components of the historical data
- Provide subject matter experts on the historical configuration to aid in the data mapping process
- Review and sign-off on completed Data Conversion Specifications document.

Acceptance Criteria:

- The Historical Data Conversion Specifications document identifies historical data elements that will be converted into Accela Automation as well as document special consideration (ex. merging data sources, phasing, etc.)

Acceptance Review Period:

- Ten (10) business days total

## DELIVERABLE 8: INKFORCE DATA CONVERSION DEVELOPMENT

Upon Agency approval of the Historical Data Conversion Specifications document, (Deliverable 6), Accela will provide a program(s) to migrate appropriate historical data into Accela Automation. Upon receipt of the conversion from Accela, the Agency DBA will load the data into the Test environment for validation.

In terms of specific output, the following will be executed for this deliverable:

- Completion of migrated data into Accela Automation development or test environment.

Accela Responsibilities:

- Provide a program to migrate historical data into the Agency's AA test database environment.
- Each data conversion will include up to three (3) conversion loads for client testing
- Validate the successful completion of the migration of historical data into the Agency's test environment.

Agency Responsibilities:

- Providing the legacy data source in an accepted format
- Assist in the execution of the data conversion program and provide access to environments as needed
- Provide resources to validate the conversion statistics and the quality of the data converted into Accela Automation

Acceptance Criteria:

- Historical data has been converted to Accela Automation testing environment according to the Data Conversion Mapping document.

Acceptance Review Period:

- Ten (10) business days total

## SYSTEM INTERFACES

For each interface, the Accela technical lead will work together with Agency's technical lead and business leads to document functional and technical requirements of the interface in an Interface Specifications Document. Interface development begins upon written approval of the specifications. It is expected all interfaces will use Accela's GovXML, web services or batch engine. No custom or third party integration tool will be used to accomplish input or output of data to/from the Accela system. In other words, data coming into Accela and data coming from Accela will use the existing integration technology. Agency responsibility includes obtaining permission for level/type of integration from appropriate application owners (including on premises or cloud/hosted, etc.). Further, Agency will ensure that Accela resources have access to a Dev or Test version of the 3<sup>rd</sup> party system for interface development. All interfaces will be developed against 1 (one), agreed upon version of the 3<sup>rd</sup> party system.

Accela will conduct Analysis/Mapping and Data Conversion Development (Deliverable X and X) for each Legacy system that will have data converted to Accela within the scope of this implementation.

Deliverable	System Name	Description
9	Financial System	Financial system (payment portal)

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## DELIVERABLE 9: FINANCIAL SYSTEM INTERFACE ANALYSIS AND DEVELOPMENT

In order to determine the Agency requirements for this interface, analysis sessions will be conducted as a portion of this deliverable. The findings will then be documented in the Interface Specifications Document(s) for use by Accela in building the interface code. The implementation of the interface is dependent on the assistance of the Agency's staff, specifically, interface analysis, data mapping, and data manipulation as required in the source system. Accela will provide a program to integrate 3<sup>rd</sup> Party data to/from Accela Automation.

In terms of specific output, the following will be executed for this deliverable:

- Interface Specifications Document
- Operational Interface in the Development or Test environment

### Accela Responsibilities:

- Provide timely and appropriate responses to Agency's request for information.
- Conduct Interface Analysis sessions.
- Work with Agency staff to develop interface specifications document.
- Use an Accela web service or other tool to implement the interface functionality based on the specifications.
- Build all aspects of the interface that interact directly with the Accela Automation.

### Agency Responsibilities:

- Provide timely and appropriate responses to Accela's request for information.
- Provide system and access to individuals to provide required details of system interface.
- Allocate the time for qualified business and technical experts for the testing sessions that are critical to the project success.
- Identify and coordinate any related tools used to implement the interface (3<sup>rd</sup> party or in-house development).
- Assist in the interface specification development and data mapping process.
- Review and approve the interface specification documents.
- Work with Third Party Data Sources to determine best methods of interfacing to Accela system.
- Validate interface through testing.
- Work with 3<sup>rd</sup> party to ensure data from Accela is in correct format.
- Updates to interface, post go-live, due to changes in 3<sup>rd</sup> party system or Agency business processes.

### Acceptance Criteria:

- Review and approve the Interface Specifications document.
- Demonstration and approval of the completed interface as per the requirements detailed in the interface specifications document.

### Acceptance Review Period:

- Ten (10) business days total

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## DELIVERABLE 10: ACCELA GIS CONFIGURATION

Accela will install and configure Accela GIS to link and leverage existing Agency GIS information, including assistance with establishing the map service to be used in conjunction with Accela GIS. The following are the main objectives being pursued through the implementation of the Accela GIS:

- Look up permit information and parcel information from the Permitting system
- View selection, location, and associated GIS information
- Select one or more parcels and add new applications to the permit system
- Auto-populate spatial attributes for a property in forms (including ACA)

During GIS installation, Accela's technical staff will work with Agency IT staff to ensure that the components for hardware, software, database, network, and Internet are in place for the Accela GIS test and production environments. Accela technical staff will validate the proper installation and configuration of the Accela GIS environment.

In terms of specific output, the following will be executed for this deliverable:

- Accela GIS installed on Agency server(s)
- 2 Proximity Alerts
- 2 Dynamic Themes
- 2 Attribute Mapping
- GIS Admin Training

### Accela Responsibilities:

- Install Accela software and perform quality assurance checks on the configuration and performance based on acceptance criteria mutually developed by Accela and the Agency
- Demonstrate that the Accela GIS applications are operational in the Agency computing environment thus communicating with the Accela Automation system
- Assist the Agency in identifying and developing Proximity Alerts and Dynamic Themes

### Agency Responsibilities:

- Arrange for the availability of appropriate staff for the system installation, setup, testing, and quality assurance throughout the setup process
- Order and procure necessary hardware, non-Accela systems software, and networking infrastructure as specified by Accela
- Provide people and physical resources based on the dates outlined in the project schedule
- Prepare the hardware, software, and network in accordance with the specifications provided by Accela
- Provide Accela with network access for remote installation and testing
- Provide information and data in the formats specified by Accela that will be needed for the GIS implementation

### Acceptance Criteria:

- Demonstration of operating Accela GIS in test environment

---

## DELIVERABLE 11: ACCELA CITIZEN ACCESS CONFIGURATION

This deliverable includes setup and configuration of Accela Citizen Access (ACA) on the Agency Dev or Test site per the Requirements gathered in the To-Be Analysis Phase. Accela will work with the Agency representatives validate and implement Accela Citizen Access to extend certain aspects of the internal Accela Automation configuration for use by the general public. Specifically, the following items will be configured:

- Integration into existing Agency website
- Text Settings, including disclaimers, help text and watermarks
- Security Settings
- Form Layout
- User registration settings
- User rights and permissions

In terms of specific output, the following will be executed for this deliverable:

- Accela Citizen Access Wireframe Specifications Document (MS Word)
- Configure ACA for [List Languages] language versions
- Accela Citizen Access Admin Training

### Accela Responsibilities:

- Setup Accela Citizen Access in Dev and Test environments
- Assist agency in set up and validation of merchant account integration
- Work with the Agency to determine which services to expose to the public via Accela Citizen Access
- Create configuration specification for Accela Citizen Access based on analysis with the Agency
- Configure the Online Record types defined in the System Configuration Document in Accela Citizen Access

### Agency Responsibilities:

- Obtain a merchant account, and deploy an internet-enabled payment engine
- Validate that the configuration specification for Accela Citizen Access meets Agency requirements based on details from the Configuration phase of the project
- Perform testing of all Online Record types for purposes of validating the configuration

### Acceptance Criteria:

- Accela Citizen Access Configuration Analysis Document provides details of all configuration elements based on Accela Automation back office configuration
- The base configuration of Accela Citizen Access is configured as documented in the approved Accela Citizen Access Configuration Specification Document.
- Demonstration of the operational Accela Citizen Access functionality per the specification document(s)

### Acceptance Review Period:

- Ten (10) business days

---

## DELIVERABLE 12: ACCELA MOBILE OFFICE CONFIGURATION

Accela will configure the Accela Mobile Office application. As part of this deliverable Accela will perform the configuration tasks required to ensure Accela Mobile Office interfaces with Accela Automation in both a test and production environment. Using Accela Mobile Office, an Agency inspector can perform activities such as:

- Result inspections/investigations in either store/forward or wireless mode
- Print reports in the field

Analysis activities with the Agency will result in a Mobile Office Configuration Specifications Document. Subsequently, Accela's staff will extend base configuration of Accela Mobile Office per the Mobile Office Configuration Specifications Document.

In terms of specific output, the following will be executed for this deliverable:

- Accela Mobile Office Configuration Specifications Document
- Demonstration of operation system per Accela Mobile Office Configuration Specifications Document
- AMO Training

### Accela Responsibilities:

- Create configuration specifications for Accela Mobile Office based on analysis with the Agency
- Configure Accela Mobile Office based on approved specifications document

### Acceptance Criteria:

- The base configuration of Accela Mobile Office in the Development or Test environment is configured as documented in the Accela Mobile Office Configuration Specifications document

### Acceptance Review Period:

- Ten (10) business days total

## STAGE 5 - READINESS

### ACCELA AUTOMATION SETUP - PRODUCTION

Accela's technical staff will work with the Agency IT staff to ensure that the components for hardware, software, database, network, and Internet are in place for the production environment. Accela technical staff will validate the proper installation and configuration of the Accela Automation environment. This Deliverable is defined as the installation of the Accela Automation software on Agency computer systems, such that Agency can log into the system and verify that the software was installed. During the installation of Accela Automation, existing documentation on the installation of Accela Automation will be updated to include the Production information and provided to the Agency as reference material.

In terms of specific output, the following will be executed for this deliverable:

- Installation of the licensed Accela Automation products on Agency Production servers
- Demonstration of an operational Production Accela Automation environment
- Updated Installation documentation

Specifically, Accela will perform the following tasks within the support environment:

- Perform a remote system check of the installation.
- Install Accela software.
- Demonstrate that the Accela Automation applications are operational in the Agency computing environment.
- Provide documentation of the Agency installation.
- Configure Accela Automation to use the reporting technology selected by the Agency (Crystal Reports, Oracle Reports, or SRSS).

Accela Responsibilities:

- Consult with Agency resources to provide technical input and answer technical questions related to the installation requirements for Accela Automation.
- Deliver and install the Accela Automation software on the Agency server.
- Provide hardware and installation documentation to Agency in order to facilitate procurement.

Agency Responsibilities:

- Provide timely and appropriate responses to Accela's requests for information.
- Procure and configure necessary hardware, non-Accela systems software, and networking infrastructure as specified by Accela.
- Provide/purchase/acquire the appropriate hardware, software and infrastructure assets to support the reporting technology.
- Prepare the hardware, software, and network in accordance with the specifications provided by Accela.
- Make available the appropriate Agency key IT users to participate in any hardware, software, environment, and infrastructure meetings.
- Arrange for the availability of appropriate people for the system installation, setup, testing, and quality assurance throughout the setup process.

Acceptance Criteria:

- Confirmation of ability to log into the Accela Automation software that has been installed on Agency computer systems.
- Demonstrate core Accela Automation system is operational in the Agency environment.

## **DELIVERABLE 13: ADMINISTRATIVE TRAINING**

Accela will provide training for Agency staff that focuses on the administration, maintenance, and augmentation of its Accela Automation configuration. Our aim at Accela is to educate Agency resources on all aspects of Accela Automation in an effort to ensure the Agency is self-sufficient. This allows the Agency to best react to changing requirements and ongoing maintenance, which can allow the Agency to be reactive and significantly reduce system maintenance costs over time.

In terms of specific output, the following will be executed for this deliverable:

- Overview Training – 1 day
- Administrator Training – 3 days
- Report Schema Training – 1 day

- Ad Hoc Report Training – 1 Day
- Admin Self-Hosted Training – 1 day
- V360 Training – 1 day
- EMSE Basic Training – 1 day
- GIS Training – 1 day
- ACA Training – 1 day
- AMO Training – 1 day
- 

Accela Responsibilities:

- Coordinate with the Agency to define training schedule and logistics.
- Deliver training per the specific requirements listed above.

Agency Responsibilities:

- Select and prepare the power-users who will be participating in the training and subsequently training end users.
- Arrange the time and qualified people for the training who are critical to the project success.
- Provide suitable Agency facilities to accommodate various training classes.
- Ensure that users are proficient in using PC's in a Windows environment as a prerequisite for the course.
- Ensure that users are familiar with use of standard Internet browsers as a prerequisite for the course.

Acceptance Criteria:

- Execution of listed training courses

## DELIVERABLE 14: DAILY USER TRAINING

This Deliverable includes the Delivery by Accela to Agency of 1 instance of the Daily User Training course (2 days onsite). Accela best practices have proven that class sizes no larger than 14 participants are more successful with students who meet the pre-requisites of the course. The Accela Trainer has the right to modify the class size to ensure successful instruction with Agency agreement.

End User Training should be coupled with the Agency delivering supplementary user training to its staff using the core Use Cases documented in each System Configuration Document. Accela recommends that Agency adopt the "80/20 rule" for training, focusing the majority of their training on the 80% of what the Agency normally does operationally. The recommended supplementary training conducted by the Agency can utilize business experts from each area to train on all aspects of their configuration. Accela will deliver current training documentation in a format that can be used to customize the documentation. Documents delivered by Accela to the Agency will be valid for the release that the Agency is trained. Documents delivered by Accela may not be shared with any other agency or Company per the Non-Disclosure Agreement.

In terms of specific output, the following will be executed for this deliverable:

- 1 instance of Daily User Training

Accela Responsibilities:

- Coordinate with the Agency to define training schedule and logistics.
- Provide 1 Daily User Training.

#### Agency Responsibilities:

- Select and prepare the power-users who will be participating in the training and subsequently training end users.
- Arrange the time and qualified people for the training who are critical to the project success.
- Provide suitable Agency facilities to accommodate various training classes.
- Ensure that users are proficient in using PC's in a Windows environment as a prerequisite for the course.
- Ensure that users are familiar with use of standard Internet browsers as a prerequisite for the course.

#### Acceptance Criteria:

- Execution of 1 instance of the End User Training course to the Agency.

### **DELIVERABLE 15: USER ACCEPTANCE TESTING (UAT)**

This deliverable is comprised of the assistance Accela will provide to allow the Agency to accept that the solution meets the requirements as documented in all the deliverables. Accela will assist the Agency in the testing and validation of the solution and its readiness to be migrated to production for active use and will assist in transferring the solution and any required data from Support to Production.

Accela will provide of support for training, oversight, answering questions and addressing issues discovered in User Acceptance Testing. It should be noted that it is critical that the Agency devote ample time and resources to his effort to ensure that the system is operating per signed specifications and ready for the move to production. The testing effort will require a significant time investment by the Agency, and coordination of resources is critical. At this point in the implementation process, the Agency should test individual components of functionality of the solution (i.e., functional and/or unit testing), and also test to ensure that the interrelated parts of the Accela Automation solution are operating properly (i.e., integration testing).

Accela will provide assistance to the Agency as needed by providing User Acceptance Testing (UAT) support and a defined testing process. Accela will address and rectify issues discovered during the UAT process as Agency staff executes testing activities. Accela will work with the Agency to develop a test plan and deliver up to 2 sample test scripts, as well as an issue log to track the progress of testing. It should be noted that Accela will plan for a **total of 4 weeks to complete this deliverable**.

If the Agency does not devote adequate time and staffing to UAT in order to completely test the solution, Accela may opt to postpone go-live at the Agency's expense. Accela will work diligently with Agency to ensure this does not occur and provide several opportunities for the Agency to add additional staff and time to this effort before recommending a postponement or delay.

In terms of specific output, the following will be executed for this deliverable:

- Resolution of issues resulting from Agency User Acceptance Testing
- Fully tested system that is ready to move to production for go-live

#### Accela Responsibilities:

- Provide recommendations on testing strategy and best practices.

- 
- Lead the Agency in up to 4 weeks of User Acceptance testing effort and the validation of the system configuration and its readiness to be migrated to production for active use.
  - Resolution of issues as a result of User Acceptance Testing activities.

#### Agency Responsibilities:

- Provide timely and appropriate responses to Accela's request for information.
- Make available the appropriate Agency key users and content experts to participate in user acceptance testing as defined and managed by Agency.
- Develop the User Acceptance test scripts.
- Utilize the use cases documented in each Configuration Document Deliverable as the basis for the acceptance of this Deliverable.

#### Acceptance Criteria:

- Completion of up to 4 weeks of UAT

## **STAGE 6 - DEPLOY**

### **DELIVERABLE 16: PRODUCTION SUPPORT**

Production date is defined as the official date in which Accela Automation moves from the test environment to production for daily Agency usage. This date will be agreed to by both Accela and the Agency at project inception. It may be altered only by change order agreed to by both parties. In the weeks prior to moving to Production, Accela will assist in final data conversions, system validation, staff preparation assistance and training, and coordination of deployment.

In terms of specific output, the following will be executed for this deliverable:

- Deployment support prior to moving to Production
- Setup of Integration points in Production
- Final Conversion run during cutover
- Accela Automation used in Production environment for Agency daily use

#### Accela Responsibilities:

- Provide on-site resources to support the move to Production effort
- With assistance from the Agency, lead the effort to transfer the system configuration and any required data from Support to Production
- Assist in the development of a Pre-Production checklist that details the critical tasks that must be accomplished prior to moving to Production

#### Agency Responsibilities:

- Provide technical and functional user support for pre and post Production Planning, execution, and monitoring
- Provide timely and appropriate responses to Accela's request for information
- Assist in the development of a Pre-Production checklist that details the critical tasks that must be accomplished prior to moving to Production

- Make available the appropriate Agency key users and content experts to participate in user acceptance testing as defined and managed by Agency

#### Acceptance Criteria:

- Deployment support prior to moving to Production
- Production system is first used by the Agency for daily use

### **DELIVERABLE 17: POST DEPLOYMENT SUPPORT AND TRANSITION TO CRC**

This deliverable is comprised of the post- Production support assistance that Accela will provide to address issues and provide consultative advice immediately following the move to Production for daily use. Accela will provide support for 2 weeks immediately following deployment (go-live).

Accela will work with the Agency to identify and address issues identified during this period using a Post Production Issues List. This list will be comprised of issues related to the defined deliverables listed in this SOW, which will be addressed by Accela, as well as any other issues that the Agency wishes to track (outside of scope, phase 2, etc.). Examples of issues the Agency is responsible for include training issues, functional changes beyond the scope of this Statement of Work, cosmetic changes, and procedures related to the use of Accela Automation. Specifically, Accela will not be developing or creating additional reports, conversions, interfaces, records types and workflow processes that were not included in the scope of this project during post deployment support.

At the end of the support period, Accela will provide a final a final copy of the issue tracker to the customer and disable the list. Additionally a formal meeting will be scheduled with the Agency, Accela Services Team, and Accela CRC for the purpose of transitioning support of future issues and question from the Agency to Accela CRC.

In terms of specific output, the following will be executed for this deliverable:

- 2 weeks of support after go-live up to 48 hours
- Transition of Agency from Services team to Customer Resource Center for ongoing support

#### Accela Responsibilities:

- Provide post-production support for Accela developed configuration and components
- Assist with the identification of issues for the Post Production Issues List
- Assist with issues that may arise related to the deliverables in this SOW
- Transfer ongoing support of the client and to the CRC to address any post Production issues that require remediation

#### Agency Responsibilities:

- Provide technical and functional user support for post-production support and monitoring
- Develop and maintain a Post Production Issues List
- Provide timely and appropriate responses to Accela's request for information
- Make available the appropriate Agency key users and content experts to participate in user acceptance testing as defined and managed by Agency

#### Acceptance Criteria:

- Execution of 2 weeks of post-Production support

- 
- Official transfer from the Accela Services project team to the Customer Resource Center (CRC)



Exhibit "B"

# The City of Weston, FL

## Change Order

Project Administration Document

Agency: City of Weston, FL  
Project: Weston AA Implementation (**WEST2AAIMP**)  
Date: 04/01/2016

Version 1.0

Carahsoft Technology Corp.  
1860 Michael Faraday Drive  
Suite 100  
Reston, VA 20191  
Tel: 703-871-5800  
Fax: 703-871-8505

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## DOCUMENT CONTROL

Date	Author	Version	Change Reference
04/01/2016	W. Chavez	1.0	Initial draft.

## OVERVIEW

### SUMMARY

The City of Weston, FL has requested a change in the scope of the SOW version 1.3 dated 4/29/2015. In said SOW, 60 hours were originally allocated for **Deliverable 4: Updates to Best Practice Configuration**. After completing the analysis sessions with the agency, the project team has identified that in order to deliver the agency requested functionality, an additional 120 hours of configuration are required.

The agency has requested the re-allocation 120 hours from **Deliverable 9: Financial System Interface Analysis and Development** to complete the requested additional configuration on Deliverable 4. This action would leave a balance of 20 hours for Deliverable 9.

The balance of 20 hours for Deliverable 9 is less than the required hours for Accela to deliver a fully functional interface. As a result, the remaining hours for Deliverable 9 will be used to assist the agency in a support capacity as the agency develops and completes the Financial System Interface interface.

As a result of the requested change, the dollar amount re-allocated to configuration from interfaces is \$ 14,449.00. The billing schedule will be adjusted as follows:

Original SOW Deliverable Milestone Payments	Adjusted Payments
Deliverable 4 Updates to Best Practice Templates Amount: \$10,624.20	Deliverable 4 Updates to Best Practice Templates Amount: \$25,073.20
Deliverable 9 Interfaces Amount: \$16,998.72	Deliverable 9 Interfaces Amount: \$2,549.72

### PROPER USE

This is the standard change order form to be used with all Accela projects.

### INTENDED AUDIENCE

City of Weston Project Team, Accela Project Team.

### ASSUMPTIONS

The reallocation of the Level of Effort ("LOE") will ensure that all tasks currently identified by the agency are properly tracked and maintained.

### RECOMMENDED REFERENCE DOCUMENTS

Statement of Work version 1.3 dated 4-29-2015.

### PROS

Enables the agency to achieve have additional configuration as identified.

### CONS

The Agency is taking responsibility for the financial interface that is described in Deliverable 9.

### SOFTWARE VERSIONS

Accela Automation v 7.3

## CHANGE ORDER

Agency: City of Weston, FL  
 Project Code: WEST2AAIMP  
 Contract #/ PO #: 06192015-1007884  
 Estimate / SOW #: Version 1.3 dated 4/29/2015  
 Initiating Department: Accela  
 Initiated By: W. Chavez  
 Change Category:  Product  Project  Contract  Maintenance

CO #: 01  
 Date: 4/1/16

**PROJECT CHANGE DESCRIPTION/TASK SUMMARY:**

1. Description.

- **Issue details / scope impact:** Reallocate efforts associated with Interfaces to other agency sections, Configuration.

Reassign part of (Weston) payments originally associated with Interface milestone deliverable to Configuration milestone deliverable as follows.

Original SOW Deliverable Milestone Payments	Adjusted Payments:
Deliverable 4 Updates to Best Practice Templates Amount: \$10,624.20	Deliverable 4 Updates to Best Practice Templates Amount: \$25,073.20
Deliverable 9 Interfaces Amount: \$16,998.72	Deliverable 9 Interfaces Amount: \$2,549.72

- **Schedule impact:** None
- **Resource impact:** None
- **Cost impact:** None

Total Project Schedule Impact: None  
 Total Project Resource Impact: None  
 Total Project Cost Impact: None

**DISPOSITION COMMENTS:**

Disposition:  Approved  Rejected  Closed  See Comments  
 Date:

## SIGNATURE AND ACCEPTANCE

The above Services will be performed in accordance with this Change Order/Work Authorization and the provisions of the Contract for the purchase, modification, and maintenance of the Accela systems. The approval of this Change Order will act as a Work Authorization for Accela and/or Agency to perform work in accordance with this Change Order, including any new payment terms identified in this Change Order. This Change Order takes precedent and supercedes all other documents and discussions regarding this subject matter.

Accepted By: Carahsoft Technology Corp.	Accepted By: The City of Weston, FL
By: <i>Lorin Hicks</i>	By:
Print Name: Lorin Hicks	Print Name:
Title: Senior Account Manager	Title:
Date: 4/19/2016	Date:

C



# AGENDA ITEM SUMMARY

**MEETING DATE:** May 16, 2016

**AGENDA ITEM NO.:** 9-C

**FOR:**

City of Weston     Indian Trace Development District     Bonaventure Development District

**TITLE:**

A Resolution of the City Commission of the City of Weston, Florida, approving the renewal of the Interlocal Agreement between the City of Weston, Florida and Broward County, Florida, for representation at hearings by the Broward County Minimum Housing/Unsafe Structures Board.

**SUMMARY EXPLANATION & BACKGROUND:**

Broward County maintains a Minimum Housing/Unsafe Structures Board that hears and disposes of cases brought by building officials in accordance with the Florida Building Code. The current Agreement between the City and the County expires on September 30, 2016, and the City Commission desires to continue the working relationship between the City and the County, and the use of the Board to hear and dispose of cases brought by the City's Building Official. The renewal of the Agreement for a five (5) year term would extend the expiration to September 30, 2021, and the City may decide to decrease that to a shorter period, should it so desire.

**REQUESTED ACTION:**

Approval.

**EXHIBITS (LIST):** (i) Resolution, and (ii) Letter dated April 21, 2016 from Karl E. Markeset, Assistant Director, Environmental Protection and Growth Management Department, Environmental Licensing and Building Permitting Division

**PREPARED BY:**

Jamie Alan Cole, City Attorney

**PETITIONER/REPRESENTATIVE:**

Not Applicable

**RECOMMENDED FOR CONSIDERATION BY:**

John R. Flint, City Manager  
 Jamie Alan Cole, City Attorney

**FUNDING SOURCE:**

Not Applicable

**VOTING REQUIRED FOR PASSAGE:**

Majority                       Majority Plus One                       Unanimous

**COMMISSION ACTION:**

	M	2	Y	N		
Commissioner Norton					Approved as presented	
Commissioner Feuer					Approved as amended	
Commissioner Kallman					Approved with conditions	
Commissioner Gomez					Continued to	
Mayor Stermer					Deferred to	
					To deny	

*Notes:*

**CITY OF WESTON, FLORIDA  
RESOLUTION NO. 2016-\_\_**

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WESTON, FLORIDA, APPROVING THE RENEWAL OF THE INTERLOCAL AGREEMENT BETWEEN THE CITY OF WESTON, FLORIDA AND BROWARD COUNTY, FLORIDA FOR REPRESENTATION AT HEARINGS BY THE BROWARD COUNTY MINIMUM HOUSING/UNSAFE STRUCTURES BOARD.

WHEREAS, First, on September 26, 2011, the City Commission of the City of Weston approved Resolution No. 2011-98, whereby the City of Weston (the "City") and Broward County (the "County") entered into an Interlocal Agreement for Representation at Hearings by the Broward County Minimum Housing/Unsafe Structures Board to be Provided by the Broward County Permitting, Licensing and Consumer Protection Division of the Environmental Protection and Growth Management Department (the "Agreement"), which expires on September 30, 2016; and

WHEREAS, Second, the Agreement was entered into pursuant to Section 163.01, Florida Statutes, also known as the "Florida Interlocal Cooperation Act of 1969"; and

WHEREAS, Third, the County maintains a Minimum Housing/Unsafe Structures Board (the "Board") that hears and disposes of cases brought by Building Officials in accordance with the Florida Building Code; and

WHEREAS, Fourth, the Board, pursuant to Chapter 5 of the Broward County Code of Ordinances, is authorized to hear and dispose of cases brought by a Building Official; and

WHEREAS, Fifth, the County, pursuant to Chapter 5 of the Broward County Code of Ordinances and Section 111 of the Florida Building Code, has the authority to hear and dispose of cases brought by the City's Building Official; and

WHEREAS, Sixth, the City Commission desires to continue the working relationship between the City and the County, and the use of the Board to hear and dispose of cases brought by the City's Building Official; and

WHEREAS, Seventh, the City Commission believes it is in the best interest of the City to renew the Agreement for a five (5) year term to expire on September 30, 2021.

NOW, THEREFORE, BE IT RESOLVED by the City Commission of the City of Weston, Florida:

Section 1: The foregoing recitals contained in the preamble to this Resolution are incorporated by reference herein.

Section 2: The Agreement between the City of Weston, Florida and Broward County, Florida for Representation at Hearings by the Minimum Housing/Unsafe Structures Board, is approved, in substantially the form attached as Exhibit "A," together with such non-substantial changes as may be acceptable to the City Manager and approved as to form and legality by the City Attorney.

Section 3: The appropriate City officials are authorized to execute all necessary documents and to take any necessary action to effectuate the intent of this Resolution.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WESTON, FLORIDA, APPROVING THE RENEWAL OF THE INTERLOCAL AGREEMENT BETWEEN THE CITY OF WESTON, FLORIDA AND BROWARD COUNTY, FLORIDA FOR REPRESENTATION AT HEARINGS BY THE BROWARD COUNTY MINIMUM HOUSING/UNSAFE STRUCTURES BOARD.

1 Section 4: This Resolution shall take effect upon its adoption.

2  
3 ADOPTED by the City Commission of the City of Weston, Florida, this 16<sup>th</sup> day of May 2016.

4  
5  
6  
7  
8 ATTEST:

\_\_\_\_\_  
Daniel J. Stermer, Mayor

9  
10 \_\_\_\_\_  
11 Patricia A. Bates, City Clerk

12  
13 Approved as to form and legality  
14 for the use of and reliance by the  
15 City of Weston only:

16  
17 \_\_\_\_\_  
18 Jamie Alan Cole, City Attorney

Roll Call:  
Commissioner Norton \_\_\_\_\_  
Commissioner Feuer \_\_\_\_\_  
Commissioner Kallman \_\_\_\_\_  
Commissioner Gomez \_\_\_\_\_  
Mayor Stermer \_\_\_\_\_

Exhibit "A"

Return recorded document to:  
Lenny Vialpando, Director  
Environmental Licensing and Building Permitting  
Division  
1 North University Drive, Bldg B, #302  
Plantation, FL 33324

Document prepared by:  
Maite Azcoitia, Deputy County Attorney  
Broward County Attorney's Office  
Governmental Center, Suite 423  
115 South Andrews Avenue  
Fort Lauderdale, FL 33301

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**INTERLOCAL AGREEMENT FOR REPRESENTATION AT  
HEARINGS BY THE BROWARD COUNTY  
MINIMUM HOUSING/UNSAFE STRUCTURES BOARD  
TO BE PROVIDED BY THE BROWARD COUNTY ENVIRONMENTAL LICENSING  
AND BUILDING PERMITTING DIVISION OF THE  
ENVIRONMENTAL PROTECTION AND GROWTH MANAGEMENT DEPARTMENT**

This Agreement, made and entered into by and between: BROWARD COUNTY, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY,"

AND

CITY OF WESTON, a municipal corporation existing under the laws of the State of Florida, hereinafter referred to as "CITY."

WHEREAS, this agreement is entered into pursuant to Section 163.01, Florida Statutes, also known as the "Florida Interlocal Cooperation Act of 1969;" and

WHEREAS, COUNTY maintains a Minimum Housing/Unsafe Structures Board ("Board") that hears and disposes of cases brought by Building Officials in accordance with the Florida Building Code; and

WHEREAS, the Board, pursuant to Chapter 5 of the Broward County Code of Ordinances is authorized to hear and dispose of cases brought by the Building Official; and

WHEREAS, CITY, pursuant to Resolution No. \_\_\_\_\_, authorizes the use of the Board to hear and dispose of cases brought by the CITY Building Official; and

WHEREAS, COUNTY, pursuant to Chapter 5 of the Broward County Code of Ordinances and Section 116 of the Florida Building Code has the authority to hear and dispose of cases brought by the Building Official; and

WHEREAS, COUNTY, through said Board is willing to perform such services on the terms and conditions hereinafter set forth; NOW, THEREFORE,

IN CONSIDERATION of the mutual terms, conditions, promises, covenants and payments hereinafter set forth, COUNTY and CITY agree as follows:

### **ARTICLE 1 - SCOPE OF SERVICES**

1.1. COUNTY agrees to make the Board available to hear and dispose of cases brought by the CITY Building Official for violations of the Florida Building Code.

1.2. Once the CITY Building Official determines that a violation exists, COUNTY shall be responsible for:

- (a) filing a case with the Board; and
- (b) noticing and conducting the hearings in accordance with laws, rules, and regulations governing hearings before the Board.

1.3. COUNTY shall perform the above-described functions through the Board or any successor entity.

1.4. CITY shall be responsible for implementing the Orders and directives of the Board to cause the violation(s) to be corrected.

### **ARTICLE 2 - FUNCTIONS AND DUTIES NOT TRANSFERRED TO COUNTY**

It is specifically understood and agreed that all rights and powers as may be vested in CITY pursuant to Chapter 166, Florida Statutes, or any other law or ordinance or Charter provision of CITY not specifically addressed by this Agreement shall be retained by CITY. CITY shall retain responsibility for filing and/or defending any appeals to orders of the Board.

### **ARTICLE 3 - COMPENSATION**

3.1. COUNTY shall provide services set forth above at the rate of Seventy-eight and 40/100 Dollars (\$78.40) per hour for the Code Enforcement Officer and Thirty-nine and 20/100 Dollars (\$39.20) per hour for clerical support. Included in said costs are charges for mailings, publication, photos, posting of property and other ancillary costs. Overtime, when approved by the CITY, shall be at one and one half the normal hourly rate. All hourly charges shall be billed in increments of 30 minutes. The County shall not exceed a total cost, per case, of Five Hundred and 00/100 (\$500.00) without written authorization from the CITY. All costs shall be properly documented and such documentation provided to the CITY with the monthly invoices.

3.2. COUNTY shall invoice CITY on a monthly basis for actual services provided during the preceding month. CITY shall reimburse COUNTY within thirty (30) days of the date of the invoice.

3.3. Fines and liens recorded against property shall run in favor of the CITY.

3.4 The amounts set forth above shall be adjusted annually by the COUNTY by an amount not to exceed five percent (5%) to address increases in operating and labor costs. Notwithstanding the foregoing, COUNTY may also adjust the amounts set forth above by amounts exceeding five percent (5%) in order to address natural disasters and other unforeseen events and circumstances. No later than May 1<sup>st</sup> of each year, COUNTY shall provide CITY with notice of anticipated increases, if any. Any increases shall take effect on October 1<sup>st</sup>, following the May 1<sup>st</sup> notification.

3.5. CITY shall be responsible for the actual costs of the services delineated in this Agreement in implementing the Orders and directives of the Board to cause the violation(s) to be corrected. Such costs shall include, but not be limited to, boarding up property and demolition necessary to remove the violation(s).

#### **ARTICLE 4 - TERM OF AGREEMENT**

4.1. This Agreement shall commence on **October 1, 2016**, and shall continue in full force and effect until midnight **September 30, 2021**.

4.2. This Agreement shall continue in full force and effect unless written notice of termination by COUNTY or CITY is provided pursuant to Article 8, Notices. Unless terminated as provided in Article 7, Termination, this Agreement may be renewed for successive five (5) year periods upon request of CITY and upon acceptance by COUNTY.

#### **ARTICLE 5 – GOVERNMENTAL IMMUNITY**

CITY is a state agency as defined in Section 768.28, Florida Statutes, and COUNTY is a political subdivision of the state of Florida. Each agrees to be fully responsible for acts and omissions of their agents and employees to the extent permitted by law. Nothing herein is intended to serve as a waiver of sovereign immunity by either party to which sovereign immunity may be applicable. Nothing herein shall be construed as consent by a state agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of this Agreement or any other contract.

#### **ARTICLE 6 - INSURANCE**

COUNTY is self insured in accordance with provisions set forth within Section 768.28, Florida Statutes.

## **ARTICLE 7 - TERMINATION**

This Agreement may be terminated by either party upon thirty (30) days notice to the other party of such termination pursuant to Article 8, Notices, herein. Within sixty (60) days of termination of this Agreement, COUNTY shall forward to CITY all documentation related to cases previously heard or being prepared to be heard by the Unsafe Structures Board.

## **ARTICLE 8 – NOTICES**

Any and all notice required or given under this Agreement shall be in writing and may be delivered in person or by placing in United States mail, postage prepared, first class and certified, return receipt requested, addressed as follows:

### **TO COUNTY:**

Director, Broward County Environmental Licensing and Building Permitting  
Division  
1 North University Drive  
Building B, Box 302  
Plantation, Florida 33324

### **With copy to:**

County Administrator  
115 South Andrews Avenue, Suite 409  
Fort Lauderdale, FL 33301

### **TO CITY:**

Daniel J. Stermer, Mayor  
City of Weston  
17200 Royal Palm Boulevard  
Weston, FL 33326

John R. Flint, City Manager  
City of Weston  
17200 Royal Palm Boulevard  
Weston, FL 33326

## ARTICLE 9 - MISCELLANEOUS PROVISIONS

9.1 ASSIGNMENT: COUNTY shall perform the selected Services provided for in this Agreement exclusively and solely for the CITY which is a party to this Agreement. Neither party shall have the right to assign this Agreement.

9.2 WAIVER: The waiver by either party of any failure on the part of the other party to perform in accordance with any of the terms or conditions of this Agreement shall not be construed as a waiver of any future or continuing similar or dissimilar failure.

9.3 SEVERABILITY: The invalidity of any provision of this Agreement shall in no way affect the validity of any other provision.

9.4 ENTIRE AGREEMENT: It is understood and agreed that this Agreement incorporates and includes all prior negotiations, agreements or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

9.5 INDEPENDENT CONTRACTOR: COUNTY is an independent contractor under this Agreement. Services provided by COUNTY pursuant to this Agreement shall be subject to the supervision of COUNTY. In providing such services, neither COUNTY nor its agents shall act as officers, employees, or agents of the CITY. This Agreement shall not constitute or make the parties a partnership or joint venture.

9.6 MODIFICATION: It is further agreed that no modifications, amendments or alterations in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith. Amendments extending the term of this Agreement pursuant to Article 4.2 or adding or deleting services to the Scope of Services under Article 1 may be approved by the County Administrator.

9.7 CHOICE OF LAW; WAIVER OF JURY TRIAL: Any controversies or legal problems arising out of this transaction and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida, the venue situs, and shall be governed by the laws of the State of Florida. To encourage prompt and equitable resolution of any litigation that may arise hereunder, each party hereby waives any rights it may have to a trial by jury of any such litigation.

9.8 DRAFTING: This Agreement has been negotiated and drafted by all parties hereto and shall not be more strictly construed against any party because of such party's preparation of this Agreement.

9.9 RECORDING: This Agreement shall be recorded in the Public Records of Broward County, in accordance with the Florida Interlocal Cooperation Act of 1969.

IN WITNESS WHEREOF, the parties hereto have made and executed this Interlocal Agreement Between COUNTY and the CITY for selected services to be performed by the Broward County Environmental Licensing and Building Permitting Division of the Environmental Protection and Growth Management Department on the respective dates under each signature: BROWARD COUNTY, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and the CITY, signing by and through its \_\_\_\_\_, duly authorized to execute same by Commission action on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

COUNTY

ATTEST:

BROWARD COUNTY, by and through its Board of County Commissioners

\_\_\_\_\_  
Broward County Administrator, as  
Ex-officio Clerk of the Broward County  
Board of County Commissioners

By \_\_\_\_\_  
Mayor  
\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Approved as to form by  
Joni Armstrong Coffey  
Broward County Attorney  
Governmental Center, Suite 423  
Fort Lauderdale, Florida 33301  
Telephone: (954) 357-7600  
Telecopier: (954) 357-7641

By \_\_\_\_\_  
Maite Azcoitia (Date)  
Deputy County Attorney

INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY AND CITY OF WESTON, FLORIDA, FOR HEARINGS BY THE BROWARD COUNTY MINIMUM HOUSING/UNSAFE STRUCTURES BOARD

CITY

CITY OF WESTON

ATTEST:

By \_\_\_\_\_  
Daniel J. Stermer, Mayor

\_\_\_\_\_  
Patricia A. Bates, MMC, City Clerk

\_\_\_\_\_ day of \_\_\_\_\_, 2016

Approved as to form and legality  
for the use of and reliance by the  
City of Weston only:

By: \_\_\_\_\_  
Jamie Alan Cole, City Attorney

By \_\_\_\_\_  
John R. Flint, City Manager

\_\_\_\_\_ day of \_\_\_\_\_, 2016

\_\_\_\_\_ day of \_\_\_\_\_, 2016

Ma/  
#16-49  
ELBPDunsafe\_wilton-a01



Environmental Protection and Growth Management Department  
ENVIRONMENTAL LICENSING and BUILDING PERMITTING DIVISION  
1 North University Drive, Mailbox # 302, Plantation, Florida 33324 • 954-765-5081 • FAX 954-765-4998

April 21, 2016

John R. Flint, City Manager  
City of Weston  
17200 Royal Palm Blvd.  
Weston, FL 33326

THE CITY OF WESTON

MAY 02 2016

RECEIVED

Dear Mr. Flint,

In order to continue the working relationship enjoyed between the City of Weston and Broward County Environmental Licensing and Building Permitting Division, it is necessary to renew our Interlocal Agreement for Hearings by the Broward County Minimum Housing/Unsafe Structures Board. Please find enclosed herewith, three (3) copies of the agreement which should be executed and returned to us for proper execution by Broward County and recorded in the Public Records. A fully executed copy of the agreement will be forwarded to you when executed. Please also forward a certified copy of your City Commission's Resolution approving the agreement for our records.

The agreement has been drafted as a five (5) year agreement to expire on September 30, 2021, however, the City may decide to decrease that to a shorter period should it so desire. Just let me know if a change is desired and I will make that revision.

Should you need more information or would like to discuss your current service levels, please contact me or my staff at your convenience.

Sincerely,

A handwritten signature in blue ink, appearing to read "Karl E. Markeset".

Karl E. Markeset, Assistant Director

cc: Cynthia Chambers, Director, Environmental Protection and Growth Management Division  
Reggie Cox, City of Weston Building Official  
Patricia A. Bates, City of Weston City Clerk  
Julio Briceno, Broward County Building Official

D



# AGENDA ITEM SUMMARY

**MEETING DATE:** May 16, 2016

**AGENDA ITEM No.:** 9-D

**FOR:**

City of Weston     Indian Trace Development District     Bonaventure Development District

**TITLE:**

A Resolution of the City Commission of the City of Weston, Florida, and as the governing board of the Indian Trace Development District, accepting a Bill of Sale, Grant of Easement, and Maintenance Bond, or Letter of Credit option in lieu of bond applicable to 501(c)(3), for certain utility facilities for St. Paul Evangelical Lutheran Church, located at 580 Indian Trace, on a portion of Parcel 6, Sector 6, according to the Plat thereof as recorded in Plat Book 141, at Page 21, Public Records of Broward County, Florida.

**SUMMARY EXPLANATION & BACKGROUND:**

Mr. Steven L. Jones, as the Chairman of the Governing Board of St. Paul Evangelical Lutheran Church of Fort Lauderdale, Florida, Inc., a Florida not for profit corporation, on behalf of the corporation, is the owner and developer of a project ("Project") at 580 Indian Trace, City of Weston, Florida. The Code of Ordinances of the City requires the Owner to convey to the City, and the District, by Bill of Sale the water distribution facilities and sewage collection facilities, including all pipes, valves, hydrants, manholes, etc. serving the Project; and requires the Owner to grant to the City and the District an easement over and across portions of the Property for ingress, egress and access to the Facilities serving the Project.

**REQUESTED ACTION:**

Approval.

**EXHIBITS (LIST):** (i) Resolution, (ii) Owner's No Lien Affidavit, (iii) Affidavit of General Contractor, and (iv) Opinion of Title for Conveyance

**PREPARED BY:**

Jamie Alan Cole, City Attorney

**PETITIONER/REPRESENTATIVE:**

Not Applicable

**RECOMMENDED FOR CONSIDERATION BY:**

John R. Flint, City Manager  
Karl C. Thompson, P.E., Director of Public Works  
Jamie Alan Cole, City Attorney

**FUNDING SOURCE:**

Not Applicable

**VOTING REQUIRED FOR PASSAGE:**

Majority                       Majority Plus One                       Unanimous

**COMMISSION ACTION:**

	M	2	Y	N		
					Approved as presented	
Commissioner Norton					Approved as amended	
Commissioner Feuer					Approved with conditions	
Commissioner Kallman					Continued to	
Commissioner Gomez					Deferred to	
Mayor Stermer					To deny	

*Notes:*

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**CITY OF WESTON, FLORIDA**  
**RESOLUTION NO. 2016-\_\_**

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A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WESTON, FLORIDA, AND AS THE GOVERNING BOARD OF THE INDIAN TRACE DEVELOPMENT DISTRICT, ACCEPTING A BILL OF SALE, GRANT OF EASEMENT, AND MAINTENANCE BOND, OR LETTER OF CREDIT OPTION IN LIEU OF BOND APPLICABLE TO 501(c)(3), FOR CERTAIN UTILITY FACILITIES FOR ST. PAUL EVANGELICAL LUTHERAN CHURCH, LOCATED AT 580 INDIAN TRACE, ON A PORTION OF PARCEL 6, SECTOR 6, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 141, AT PAGE 21, PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

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WHEREAS, First, the Indian Trace Development District ("District") is a dependent special district of the City of Weston for the purpose of exercising all those rights, powers and authority contained in Chapters 189 and 190, Florida Statutes; and

WHEREAS, Second, the City Commission of the City of Weston ("City") serves as the governing board of the District; and

WHEREAS, Third, St. Paul Evangelical Lutheran Church of Fort Lauderdale, Florida, Inc., a Florida not for profit corporation ("Owner"), is the owner and developer of a project ("Project") at 580 Indian Trace, City of Weston, which Project is located on a portion of Parcel 6, Sector 6, according to the Plat thereof as recorded in Plat Book 141, at Page 21, Public Records of Broward County, Florida (the "Property"); and

WHEREAS, Fourth, in connection with the development of the Project, the City, pursuant to Section 127.15 of the Code of Ordinances of the City, requires the Owner to convey to the City and the District by Bill of Sale the water distribution facilities and wastewater collection facilities, including all pipes, valves, hydrants, manholes, etc. (collectively, "Facilities") serving the Project; and

WHEREAS, Fifth, pursuant to Section 127.15 of the Code of Ordinances of the City, the City requires the Owner to grant to the City and the District an easement over and across portions of the Property for ingress, egress and access to the Facilities serving the Project; and

WHEREAS, Sixth, pursuant to Section 127.15 of the Code of Ordinances of the City ("Code"), the City requires the Owner to obtain and deliver to the City a Maintenance Bond; or, pursuant to Section 2.14(B) of the Code, a Letter of Credit securing the Owner's obligation to repair any deficiencies or defects in the Facilities; and

WHEREAS, Seventh, the Owner has delivered to the City Attorney a Bill of Sale, Grant of Easement, and Letter of Credit on forms approved by the City Attorney, as well as an Owner's Affidavit, Contractor's Affidavit, and Opinion of Title, all of which have been approved by the City Attorney.

NOW, THEREFORE, BE IT RESOLVED by the City Commission of the City of Weston, Florida, and as the governing board of the Indian Trace Development District:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WESTON, FLORIDA, AND AS THE GOVERNING BOARD OF THE INDIAN TRACE DEVELOPMENT DISTRICT, ACCEPTING A BILL OF SALE, GRANT OF EASEMENT, AND MAINTENANCE BOND, OR LETTER OF CREDIT OPTION IN LIEU OF BOND APPLICABLE TO 501(c)(3), FOR CERTAIN UTILITY FACILITIES FOR ST. PAUL EVANGELICAL LUTHERAN CHURCH, LOCATED AT 580 INDIAN TRACE, ON A PORTION OF PARCEL 6, SECTOR 6, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 141, AT PAGE 21, PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

1 Section 1: The foregoing recitals contained in the preamble to this Resolution are incorporated by  
2 reference herein.

3  
4 Section 2: The Bill of Sale for the Facilities attached hereto as Exhibit "A" is hereby accepted by  
5 the City and the District.

6  
7 Section 3. The Grant of Easement attached hereto as Exhibit "B" is hereby accepted by the City  
8 and the District.

9  
10 Section 4: The Letter of Credit attached hereto as Exhibit "C" is hereby accepted by the City.

11  
12 Section 5. The appropriate City officials are authorized to execute all necessary documents and to  
13 take any necessary action to effectuate the intent of this Resolution.

14  
15 Section 6: This Resolution shall take effect upon its adoption.

16  
17 ADOPTED by the City Commission of the City of Weston, Florida, and as the governing board of  
18 the Indian Trace Development District, this 16<sup>th</sup> day of May 2016.

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\_\_\_\_\_  
Daniel Stermer, Mayor of the City of Weston  
Chair of the Indian Trace Development District

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25 ATTEST:

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28 \_\_\_\_\_  
Patricia A. Bates, City Clerk

29  
30 Approved as to form and legality  
31 for the use of and reliance by the  
32 City of Weston only:

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34 \_\_\_\_\_  
35 Jamie A. Cole, City Attorney

Roll Call:  
Commissioner Norton \_\_\_\_\_  
Commissioner Feuer \_\_\_\_\_  
Commissioner Kallman \_\_\_\_\_  
Commissioner Gomez \_\_\_\_\_  
Mayor Stermer \_\_\_\_\_

**Exhibit "A"**  
**Bill of Sale**

**THIS INSTRUMENT PREPARED BY:**

Gail D. Serota, Esq.  
Weiss Serota Helfman Cole & Bierman P.L.  
2525 Ponce de Leon Blvd., Suite 700  
Coral Gables, Florida 33134  
Telephone: 305.854.0800

**RECORD AND RETURN TO:**

City of Weston Building Department  
17250 Royal Palm Boulevard  
Weston, Florida 33326

**BILL OF SALE**

FOR TEN DOLLARS and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, **ST. PAUL EVANGELICAL LUTHERAN CHURCH OF FT. LAUDERDALE, FLORIDA, INC.**, a Florida corporation not for profit ("**Grantor**"), whose mailing address is 580 Indian Trace, Weston, Florida 33326-3366, hereby grants, bargains, sells, transfers, and delivers to the **CITY OF WESTON**, a Florida municipal corporation ("**City**") and the **INDIAN TRACE DEVELOPMENT DISTRICT**, a Florida community development district established and operated pursuant to the provisions of Chapter 190, Florida Statutes, ("**District**"), the following goods, chattel and equipment ("**Improvements**"):

All of the water distribution facilities and wastewater collection facilities, and all appurtenances thereto, which lie within publicly dedicated rights-of-way or within dedicated easements located on or immediately adjacent to the real property described in attached **Exhibit A**.

All of the above described in C-4 + C-6  
prepared by TBE Group, Inc. under  
Project Number 34277 last  
revised NA which have been submitted to and are  
on file with the City and the District.

Grantor represents that the value of the Improvements is as set forth in the Schedule of Values attached as **Exhibit B**.

Grantor, for itself and its successors and assigns, covenants to and with the City and



## **Exhibit A to Bill of Sale**

### **Legal Description of the Property**

A portion of parcel 6, Sector 6 according to the plat thereof as recorded in Plat Book 141, at Page 21, Public Records, Broward County, Florida, being more particularly described as follows:

Commence at the Southeast corner of said parcel and a point of the next described curve, said point bears South 75°06'47" west from the radius point; thence northwesterly along a circular curve to the right, having a radius of 3141.09 feet a central angle of 00°40'30" For an arc distance of 37.00 feet to the POINT OF BEGINNING; thence South 75°06'47" West for 300.22 feet to a point curvature; thence Southwesterly along a circular curve to the left, having a radius of 537.00 feet a central angle of 08°56'54" for an arc distance of 83.87 feet; thence North 36°25'50" West for 550.36 feet; thence North 83°23'37" East radially to the next described curve for 624.88 feet; thence southeasterly along A circular curve to the left, having a radius of 3141.09 feet, a central angle of 07°36'20" for an arc distance of 416.95 feet to the POINT OF BEGINNING.

**Exhibit B to Bill of Sale**

**Schedule of Values of the Improvements**

# Arrow Asphalt & Engineering, Inc.

⋮

3051 N.W. 129 Street  
Opa Locka, FL 33054  
305-688-8686 Phn  
305-688-8484 Fax

December 19, 2014

To Whom It May Concern:

The cost breakdown for the new water lines installed at St. Paul's Church.

## Materials and Labor

164 L.F. of 4" D.I.P. @ \$80.00 per L.F.....	\$13,120.00
6 - 45 Degree Bends @ \$600.00 Each.....	\$3,600.00
2 - 90 Degree Bends @ \$600.00 Each.....	\$1,200.00
4" Double Detector Check Valve.....	\$4,800.00
1 - Siamese Fire Connect.....	\$600.00
1 - 8" x 4" Tapping Sleeve & Valve.....	\$3,200.00
1 - 16" x 8" Tapping Sleeve and Valve.....	\$4,000.00
1 - 8" x 8" Tapping Sleeve & Valve.....	\$3,200.00
2 - 8" Gate Valves @ \$800.00 Each.....	\$1,600.00
94 LF of 8" D.I.P. @ & 98.00 Each.....	\$9,212.00
<b>Total Labor and Material</b>	<b>\$44,532.00</b>

Should you have any questions, you can reach me directly at 954-536-6464.

Thanks,

  
Shawn O' Toole

President

**JOINDER AND CONSENT TO BILL OF SALE**

**LUTHERAN CHURCH EXTENSION FUND – MISSOURI SYNOD**, a Missouri nonprofit religious organization, as the owner and holder of that certain Commercial Construction Real Estate Mortgage dated April 29, 2015 and recorded under Instrument #112960565 in the Public Records of Broward County, Florida, hereby joins in and consents to the Bill of Sale given by **ST. PAUL EVANGELICAL LUTHERAN CHURCH OF FT. LAUDERDALE, FLORIDA, INC.**, a Florida corporation not for profit to the City of Weston and the Indian Trace Development District.

Witnesses:  Signature: <u>Donna Sullivan</u>  Print name: <u>Donna Sullivan</u>  Signature: <u>Pam Uetzer</u>  Print name: <u>Pam Uetzer</u>	<b>LUTHERAN CHURCH EXTENSION FUND – MISSOURI SYNOD</b> , a Missouri nonprofit religious organization  By: <u>Sandra Sauter</u>  Print name: Sandra Sauter  Title: Vice President-Loan & Credit Review
--	---

STATE OF MISSOURI  
COUNTY OF ST LOUIS

The foregoing instrument was acknowledged before me on March 30, 2016, by Sandra Sauter, as Vice President-Loan & Credit Review of **LUTHERAN CHURCH EXTENSION FUND – MISSOURI SYNOD**, a Missouri nonprofit religious organization, who is personally known to me ~~or who presented a~~ \_\_\_\_\_ as identification.



S. Brueggeman  
NOTARY PUBLIC, STATE OF MO  
  
Print name: S. Brueggeman  
  
My Commission Expires 11/12/18

[SEAL]

**Exhibit "B"**  
**Grant of Easement**

**THIS INSTRUMENT PREPARED BY:**

Gail D. Serota, Esq.  
Weiss Serota Helfman Cole & Bierman, P.L.  
2525 Ponce de Leon Blvd., Suite 700  
Coral Gables, Florida 33134  
Telephone: 305.854.0800

**RECORD AND RETURN TO:**

City of Weston Building Department  
17250 Royal Palm Boulevard  
Weston, Florida 33326

**GRANT OF EASEMENT**

**THIS GRANT OF EASEMENT ("Grant of Easement")** is made on October 6, 2015 by **ST. PAUL EVANGELICAL LUTHERAN CHURCH OF FT. LAUDERDALE, FLORIDA, INC.**, a Florida corporation not for profit ("**Grantor**"), whose mailing address is 580 Indian Trace, Weston, Florida 33326-3366, and the **CITY OF WESTON**, a Florida municipal corporation ("**City**"), whose mailing address is 17200 Royal Palm Boulevard, Weston, Florida 33326-2396, and **INDIAN TRACE DEVELOPMENT DISTRICT**, a Florida community development district established and operated pursuant to the provisions of Chapter 190, Florida Statutes, ("**District**") whose mailing address is 17200 Royal Palm Boulevard, Weston, FL 33326-2396.

**RECITALS:**

Grantor is the owner of fee simple title to the parcel of land located in the City of Weston, Broward County, Florida, and more particularly described in attached **Exhibit A** ("**Property**").

Grantor has constructed and installed certain water distribution facilities and wastewater collection facilities, and all appurtenances thereto (collectively, "**Improvements**"), within portions of the Property.

By a Bill of Sale, Grantor has sold and conveyed the Improvements to the City and the District.

As a condition to City's acceptance of the Improvements, City requires an easement over, under, across, and upon the Property for the maintenance, repair, and replacement of the Improvements.

## **AGREEMENT:**

For Ten Dollars and other good and valuable consideration, Grantor hereby grants, bargains and sells to the City and the District, and their respective successors and assigns, a perpetual easement ("**Easement**") in, under, over, through, across and upon the portion of the Property described in **Exhibit B** (the "**Easement Area**").

1. **Purpose of Easement.** Grantor hereby grants to the City and the District full and free right and authority to construct, install, maintain, repair, rebuild and replace the Improvements.

2. **Grantor's Right to Use Easement Area.** Grantor may, for its own purposes, utilize the Easement Area and retain a right of free ingress and egress under, over, across and upon the Easement Area as long as Grantor's use of the Easement Area does not impede the City's or the District's use of the Easement or the exercise of the City's or the District's rights of use of the Easement Area. Grantor agrees not to install any permanent improvements, except asphalt, concrete curbing, irrigation lines, or sidewalks within a 10-foot strip on either side of the Easement Area.

3. **Ingress and Egress Over Property.** Grantor hereby grants to the City and the District a perpetual non-exclusive easement for ingress, egress and access upon, over and across the Property to allow the City and the District to fully exercise their rights within the Easement Area.

4. **City and District to Own and Maintain Systems.** By acceptance of the Easement, the City and the District agree to own, maintain and repair the Improvements at their sole cost.

5. **Other Improvements in Easement Area.** Neither the City nor the District shall be responsible for any damage to improvements now or hereafter existing within the Easement Area, including, but not limited to, (i) sidewalks, pavement, landscaping, signage, irrigation equipment, machinery, or any other improvements, and (ii) facilities within the Easement Area constructed by other utilities, including but not limited to BellSouth, Florida Power & Light Company, Advanced Cable Communications, AT&T Corporation, and Comcast Corporation, which damage may result from the City's and District's access to or repair or maintenance of the Improvements.

6. **Excavation of Easement Area.** If it is necessary for the City or the District to excavate within the Easement Area in order to repair or maintain the Improvements, the sole obligation of the City and the District after repairing or maintaining the Improvements shall be to adequately fill and compact any excavation to a grade determined by the City and the District, in their sole and absolute discretion.

7. **Waiver of Rights.** Grantor hereby waives any rights it may now or hereafter have to require the City or the District to repair, replace, restore or improve any portions of the Easement Area.

8. **Covenant Running With the Land.** The provisions of this Grant of Easement shall be binding on the parties hereto and their respective successors and assigns as a covenant running with and binding upon the Property.

9. **Amendment.** This Grant of Easement shall not be released or amended without the prior written consent of the City and the District, which consent shall be evidenced by a document recorded in the Public Records of Broward County, Florida.

10. **Entire Agreement.** This Grant of Easement contains the entire agreement between the parties relating to the rights hereby granted and the obligations hereby assumed. Any oral representations or modifications concerning this Grant of Easement shall be of no force or effect.

11. **Recording.** The City shall record this Grant of Easement in the Public Records of Broward County, Florida.

12. **Enforcement.** Grantor, the City, and the District shall each have the right to enforce the terms of this Grant of Easement and the rights and obligations hereby created by the exercise of any rights and remedies provided under the laws of the State of Florida, including, without limitation, the right to sue for damages for breach, injunction, or specific performance.

**SIGNATURE BLOCKS ON FOLLOWING PAGES**



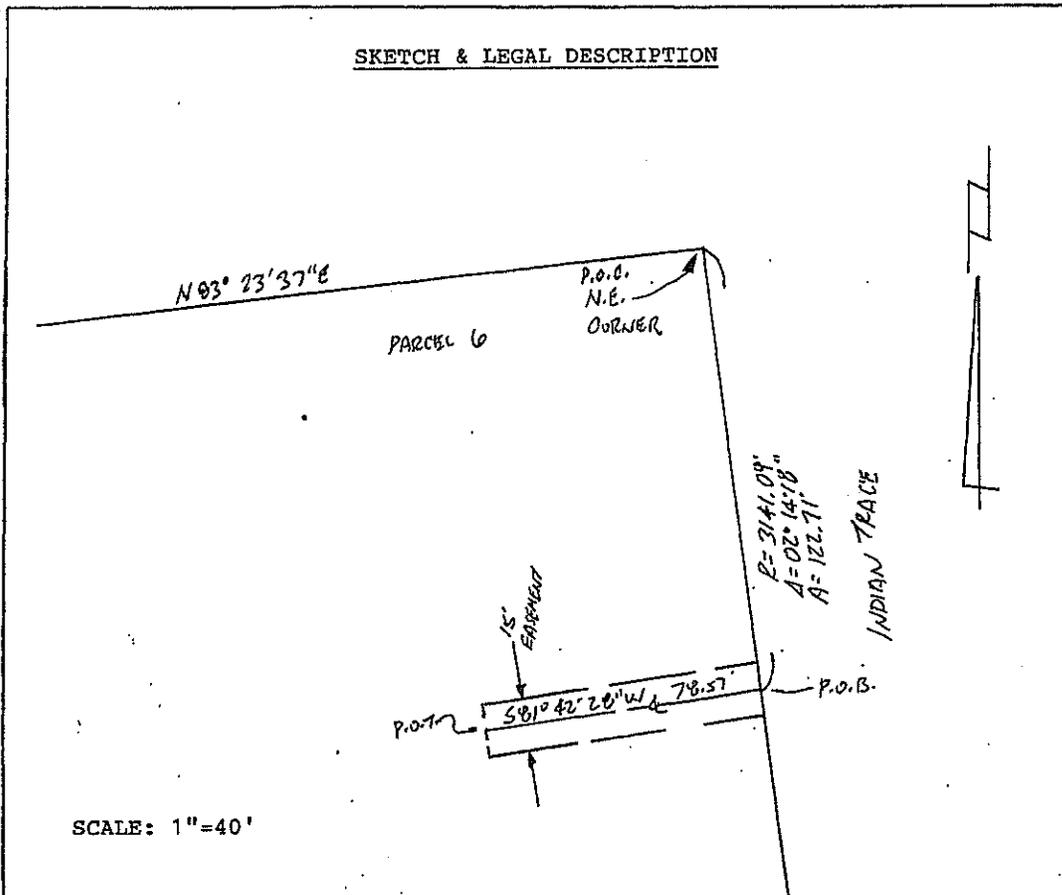
### EXHIBIT A (Legal Description)

A portion of parcel 6, Sector 6 according to the plat thereof as recorded in Plat Book 141, at Page 21, Public Records, Broward County, Florida, being more particularly described as follows:

Commence at the Southeast corner of said parcel and a point of the next described curve, said point bears South 75°06'47" west from the radius point; thence northwesterly along a circular curve to the right, having a radius of 3141.09 feet a central angle of 00°40'30" For an arc distance of 37.00 feet to the POINT OF BEGINNING; thence South 75°06'47" West for 300.22 feet to a point curvature; thence Southwesterly along a circular curve to the left, having a radius of 537.00 feet a central angle of 08°56'54" for an arc distance of 83.87 feet; thence North 36°25'50" West for 550.36 feet; thence North 83°23'37" East radially to the next described curve for 624.88 feet; thence southeasterly along A circular curve to the left, having a radius of 3141.09 feet, a central angle of 07°36'20" for an arc distance of 416.95 feet to the POINT OF BEGINNING.

**EXHIBIT B TO GRANT OF EASEMENT**

SKETCH & LEGAL DESCRIPTION



A portion of Parcel 6, of SECTOR 6 according to the plat thereof as recorded in Plat Book 141 at Page 21 of the Public Records of Broward County, Florida, being more particularly described as follows:

Commence at the Northeast corner of said Parcel 6, thence run Southeasterly along a circular curve to the left having a radius of 3141.09 feet, a central angle of 02°14'18" for an arc distance of 122.71 feet to the Point of Beginning of a 15 foot wide Utility Easement, the centerline described as S 81°42'28" for a distance of 78.57 feet to a Point of Termination.

PREPARED BY: County Wide Land Surveyors Inc.

15358 S.W. 140 St.  
Miami, FL 33196  
727-0766



1-13-2015

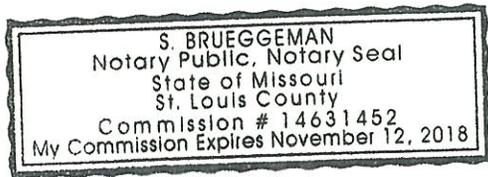
**JOINDER AND CONSENT TO GRANT OF EASEMENT**

**LUTHERAN CHURCH EXTENSION FUND – MISSOURI SYNOD**, a Missouri nonprofit religious organization, as the owner and holder of that certain Commercial Construction Real Estate Mortgage dated April 29, 2015 and recorded under Instrument #112960565 in the Public Records of Broward County, Florida, hereby joins in and consents to the Grant of Easement given by **ST. PAUL EVANGELICAL LUTHERAN CHURCH OF FT. LAUDERDALE, FLORIDA, INC.**, a Florida corporation not for profit, to the City of Weston and the Indian Trace Development District.

Witnesses:	<b>LUTHERAN CHURCH EXTENSION FUND – MISSOURI SYNOD</b> , a Missouri nonprofit religious organization
Signature: <u>Donna Sullivan</u>	By: <u>Sandra Sauter</u>
Print name: <u>Donna Sullivan</u>	Print name: Sandra Sauter
Signature: <u>Pam Ueltzen</u>	Title: Vice President-Loan & Credit Review
Print name: <u>Pam Ueltzen</u>	

STATE OF MISSOURI  
COUNTY OF ST LOUIS

The foregoing instrument was acknowledged before me on March 30, 2016, by Sandra Sauter, as Vice President-Loan & Credit Review of **LUTHERAN CHURCH EXTENSION FUND – MISSOURI SYNOD**, a Missouri nonprofit religious organization, who is personally known to me ~~or who presented a \_\_\_\_\_ as identification.~~



S. Brueggeman  
NOTARY PUBLIC, STATE OF MO  
Print name: S. Brueggeman  
My Commission Expires 11/12/18

[SEAL]

**Exhibit "C"**  
**Letter of Credit**



7815 N.W. 148 STREET  
MAIL CODE:3-INTOPS  
MIAMI LAKES, FLORIDA 33016  
ATTN: INTERNATIONAL TRADE SERVICES  
PHONES: 305-461-6850 OR 305-569-2029 OR 305-569-2003  
FAX:305-569-3545  
EMAIL:INTERNATIONALTEAM@BANKUNITED. COM

DATE: APRIL 20, 2015

OUR REFERENCE NUMBER: STB20000271

**BENEFICIARY:**  
CITY OF WESTON  
17200 ROYAL PALM BLVD.  
WESTON, FLORIDA 33326

**APPLICANT:**  
ST. PAUL EVANGELICAL LUTHERAN  
CHURCH OF FT. LAUDERDALE, FLORIDA  
INC. 580 INDIAN TRACE  
WESTON, FL 33326

ORIGINAL AMOUNT: USD 44,532.00

EXPIRATION DATE: APRIL 30, 2016

EXPIRATION PLACE: OUR COUNTERS

GENTLEMEN:

WE HEREBY ESTABLISH OUR IRREVOCABLE STANDBY LETTER OF CREDIT NO. STB20000271 IN YOUR FAVOR AT THE REQUEST OF THE ACCOUNT PARTY IN THE AMOUNT OF USD44,532.00 (FORTY FOUR THOUSAND, FIVE HUNDRED AND THIRTY TWO AND 00/100 US DOLLARS).

THIS LETTER OF CREDIT IS AVAILABLE BY YOUR DRAFT DRAWN AT SIGHT ON BANKUNITED, N.A. DULY SIGNED, ENDORSED AND MARKED: "DRAWN UNDER BANKUNITED, N.A. LETTER OF CREDIT NO. STB20000271 DATED APRIL 20, 2015" ACCOMPANIED BY THE FOLLOWING DOCUMENTS:

1. BENEFICIARY'S PURPORTEDLY SIGNED AND DATED STATEMENT ON ITS LETTERHEAD READING AS FOLLOWS:

"I HEREBY CERTIFY THAT I AM THE CITY MANAGER OR HIS/HER DESIGNEE, AN AUTHORIZED OFFICIAL OF THE CITY OF WESTON (THE "BENEFICIARY") FOR THE PURPOSES OF DRAWING UNDER LETTER OF CREDIT NO. STB20000271, DATED APRIL 20, 2015 ISSUED BY BANKUNITED, N.A. I FURTHER CERTIFY THAT THE AMOUNT REPRESENTED BY THE DRAFT ACCOMPANYING THIS STATEMENT IS THE AMOUNT REQUIRED TO BE PAID TO THE BENEFICIARY ON ACCOUNT OF (A DEFAULT OF THE CUSTOMER UNDER THAT CERTAIN SUBDIVISION IMPROVEMENTS AGREEMENT BETWEEN CUSTOMER AND CITY OF WESTON DATED FEBRUARY 14, 2014, CONCERNING THE PROJECT).

AND

2. THE ORIGINAL OF THIS LETTER OF CREDIT AND SUBSEQUENT AMENDMENTS, IF ANY.

PARTIAL DRAWINGS AND MULTIPLE DRAWINGS ARE PERMITTED UNDER THIS LETTER



OF CREDIT. HOWEVER, THE MAXIMUM AGGREGATE AMOUNT WHICH MAY BE CLAIMED BY THE BENEFICIARY UNDER THIS LETTER OF CREDIT IS USD 44,532.00 (FORTY FOUR THOUSAND, FIVE HUNDRED AND THIRTY TWO AND 00/100 US DOLLARS).

THIS LETTER OF CREDIT IS IRREVOCABLE AND SHALL BE VALID UNTIL APRIL 30, 2016 ("EXPIRATION DATE") AND SHALL THEREAFTER BE AUTOMATICALLY RENEWED FOR SUCCESSIVE PERIOD(S) OF ONE (1) YEAR UPON THE ANNIVERSARY OF THE EXPIRATION DATE UNLESS AT LEAST THIRTY (30) DAYS PRIOR TO ANY SUCH ANNIVERSARY DATE WE NOTIFY YOU IN WRITING BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED OR COURIER DELIVERED TO THE ADDRESS STATED ABOVE THAT WE ELECT NOT TO SO RENEW THIS LETTER OF CREDIT. UPON RECEIPT BY YOU OF SUCH NOTICE YOU MAY THEN DRAW ON THIS LETTER OF CREDIT BY YOUR DRAFT DRAWN AT SIGHT.

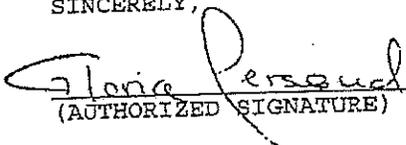
WE HEREBY AGREE WITH YOU THAT DRAFTS DRAWN AND PRESENTED IN CONFORMITY WITH THE TERMS OF THIS LETTER OF CREDIT WILL BE DULY HONORED UPON PRESENTATION TO US ON OR BEFORE THE EXPIRATION DATE (AS THE SAME MAY BE EXTENDED AS SET FORTH ABOVE) AT THE LETTER OF CREDIT DEPARTMENT OF BANKUNITED, N.A. LOCATED AT 7815 N.W. 148TH STREET, MIAMI LAKES, FLORIDA 33016, ATTN: INTERNATIONAL TRADE SERVICES.

OUR BANKING HOURS ARE 9:00 A.M. TO 3:00 P.M. EASTERN STANDARD TIME.

THIS LETTER OF CREDIT IS SUBJECT TO THE UNIFORM CUSTOMS AND PRACTICE FOR DOCUMENTARY CREDITS (2007 REVISION), INTERNATIONAL CHAMBER OF COMMERCE PUBLICATION 600.

IF YOU REQUIRE ANY ASSISTANCE OR HAVE ANY QUESTIONS REGARDING THIS TRANSACTION, PLEASE CALL GLORIA PERSAUD (305)-461-6850 OR FELIX RODRIGUEZ (786) 313-1429.

SINCERELY,

  
(AUTHORIZED SIGNATURE)

  
(AUTHORIZED SIGNATURE)

## **Owner's No Lien Affidavit**

## OWNER'S NO LIEN AFFIDAVIT

STATE OF FLORIDA  
COUNTY OF MIAMI-DADE

BEFORE ME, the undersigned authority, personally appeared Steven L. Jones ("**Affiant**") who being first duly sworn upon oath, deposes and says:

1. Affiant is the Chairman of the Governing Board of ST. PAUL EVANGELICAL LUTHERAN CHURCH OF FT. LAUDERDALE, FLORIDA, INC., a Florida corporation not for profit ("**Owner**").

2. Owner is the holder of fee simple title to the real property located in the City of Weston, Broward County, Florida, and more particularly described in **Exhibit A** attached to this Affidavit ("**Property**").

3. There are no construction, mechanic's, materialmen's, or laborers' liens filed against the Property or any portion thereof; and there have been no repairs, improvements or other work done to or labor, materials or services bestowed upon the Property or any portion thereof for which any or all of the cost of the same remains unpaid.

4. Affiant does not know of any person, firm or corporation who is entitled to a construction lien against the Property or any portion thereof under Chapter 713 of the Florida Statutes.

5. Affiant makes this Affidavit to induce the **CITY OF WESTON**, a Florida municipal corporation and the **INDIAN TRACE DEVELOPMENT DISTRICT**, a Florida community development district established and operated pursuant to the provisions of Chapter 190, Florida Statutes, to accept a Bill of Sale for the water distribution facilities and wastewater collection facilities, and all appurtenances thereto, which lie within publicly dedicated rights-of-way or within dedicated easements located on or immediately adjacent to the Property.

6. Affiant has paid all sales tax with respect to the Improvements and has complied in all respects with the sales tax laws of the State of Florida.

7. No judgment or decree has been entered in any court of this State or the United States against Affiant or the Owner which remains unsatisfied.

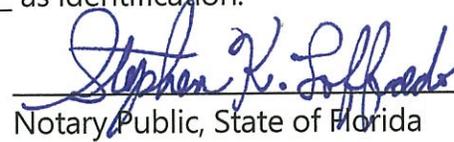
6. The Property is free and clear of all mortgages, liens, taxes, assessments, fees, and encumbrances whatsoever, except as shown in that certain Opinion of Title from Steven L. Jones, Esq. dated October 6, 2015

7. Affiant states that he is familiar with the nature of an oath and with the penalties provided by the laws of the State of Florida for falsely swearing to statements made in an instrument of this nature. Affiant further states that he has read this Affidavit in full and understands its context.

FURTHER AFFIANT SAYETH NAUGHT.

  
\_\_\_\_\_  
Steven L. Jones

Sworn to and subscribed before me on October 6, 2015 by Steven L. Jones, who (check one)  is personally known to me or [ ] has produced \_\_\_\_\_ as identification.

  
\_\_\_\_\_  
Notary Public, State of Florida

Stephen K. Loffredo  
\_\_\_\_\_  
Print or Type Name of Notary Public

My commission expires:



(SEAL)

### EXHIBIT A (Legal Description)

A portion of parcel 6, Sector 6 according to the plat thereof as recorded in Plat Book 141, at Page 21, Public Records, Broward County, Florida, being more particularly described as follows:

Commence at the Southeast corner of said parcel and a point of the next described curve, said point bears South  $75^{\circ}06'47''$  west from the radius point; thence northwesterly along a circular curve to the right, having a radius of 3141.09 feet a central angle of  $00^{\circ}40'30''$  For an arc distance of 37.00 feet to the POINT OF BEGINNING; thence South  $75^{\circ}06'47''$  West for 300.22 feet to a point curvature; thence Southwesterly along a circular curve to the left, having a radius of 537.00 feet a central angle of  $08^{\circ}56'54''$  for an arc distance of 83.87 feet; thence North  $36^{\circ}25'50''$  West for 550.36 feet; thence North  $83^{\circ}23'37''$  East radially to the next described curve for 624.88 feet; thence southeasterly along A circular curve to the left, having a radius of 3141.09 feet, a central angle of  $07^{\circ}36'20''$  for an arc distance of 416.95 feet to the POINT OF BEGINNING.

# **Affidavit of General Contractor**

## AFFIDAVIT OF GENERAL CONTRACTOR

STATE OF FLORIDA  
COUNTY OF BROWARD

BEFORE ME, the undersigned authority, personally appeared GARY R. GRASS ("**Affiant**") who being first duly sworn upon oath, deposes and says:

1. Affiant is the PRESIDNET of IVY DEVELOPMENT CORP., the General Contractor for the construction of the project known as St. Paul Evangelical Lutheran Church ("**Project**"), constructed in the City of Weston, Broward County, Florida ("**General Contractor**").

2. Affiant is authorized to make this Affidavit on behalf of the General Contractor.

3. All labor, equipment, materials and supplies furnished or used in connection with the construction of the water distribution facilities and wastewater collection facilities of the Project, and all appurtenances thereto (collectively, "**Improvements**"), lie within publicly dedicated rights-of-way or within dedicated easements located on or immediately adjacent to the real property described in attached Exhibit A ("**Property**").

4. All persons and, entities furnishing labor, equipment, materials and supplies for the Improvements have been paid in full, and there are no unpaid persons, entities, or lienors in connection with the Improvements. There are no construction liens recorded against the Property or any portion thereof; and there have been no repairs, improvements or other labor, equipment, materials or services provided to or performed upon the Property or any portion thereof for which the cost remains unpaid.

5. Affiant does not know of any person or entity that is or may be entitled to a construction lien under Chapters 85 and 713 of the Florida Statutes, or any equitable lien, or any other claim of any type against the Property or any portion thereof.

6. General Contractor has paid all sales tax with respect to the Improvements and has complied in all respects with the sales tax laws of the State of Florida.

7. Affiant makes this Affidavit to induce the **CITY OF WESTON**, a Florida municipal corporation, and the **INDIAN TRACE DEVELOPMENT DISTRICT**, a Florida

community development district established and operated pursuant to the provisions of Chapter 190, Florida Statutes, to accept a Bill of Sale for the Improvements.

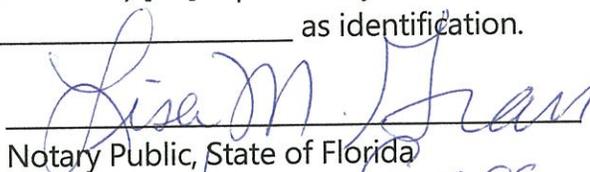
8. Affiant states that he or she is over the age of 18, is a resident of the State of Florida, and is familiar with and understands the nature of an oath and with the penalties provided by the laws of the State of Florida for falsely swearing to statements made in an instrument of this nature. Affiant further states that he or she has read this Affidavit in full and understands its context and terms, either on his or her own or with the advice of legal counsel, and that he or she has had the opportunity to seek the advice of legal counsel, and that he or she is executing this Affidavit freely and voluntarily, without any duress, and that no promises or agreements, written, verbal or otherwise have been made to him or her as an inducement to execute this Affidavit other than the written terms contained in this Affidavit.

9. Affiant agrees that he or she and the entity on whose behalf he or she is signing, shall indemnify and hold the **CITY OF WESTON** and the **INDIAN TRACE DEVELOPMENT DISTRICT**, harmless from any and all damages, costs, expenses, attorney's fees and liabilities incurred by the **CITY OF WESTON** or the **INDIAN TRACE DEVELOPMENT DISTRICT**, by reason of any breach of the representations or warranties made in this affidavit..

FURTHER AFFIANT SAYETH NAUGHT.



Sworn to and subscribed before me on OCTOBER 13, 2015 by GARY R. GRASS who (check one)  is personally known to me or  has produced \_\_\_\_\_ as identification.



Notary Public, State of Florida

Lisa Grass  
Print or Type Name of Notary Public

My commission expires.



(SEAL)

EXHIBIT "A"

Legal Description

A portion of parcel 6, Sector 6 according to the plat thereof as recorded in Plat Book 141, at Page 21, Public Records, Broward County, Florida, being more particularly described as follows:

Commence at the Southeast corner of said parcel and a point of the next described curve, said point bears South  $75^{\circ}06'47''$  West from the radius point; thence northwesterly along a circular curve to the right, having a radius of 3141.09 feet a central angle of  $00^{\circ}40'30''$  for an arc distance of 37.00 feet to the POINT OF BEGINNING; thence South  $75^{\circ}06'47''$  West for 300.22 feet to a point of curvature; thence Southwesterly along a circular curve to the left, having a radius of 537.00 feet a central angle of  $08^{\circ}56'54''$  for an arc distance of 83.87 feet; thence North  $36^{\circ}25'50''$  West for 550.36 feet; thence North  $83^{\circ}23'37''$  East radially to the next described curve for 624.88 feet; thence southeasterly along a circular curve to the left, having a radius of 3141.09 feet, a central angle of  $07^{\circ}36'20''$  for an arc distance of 416.95 feet to the POINT OF BEGINNING and containing 5.183 acres more or less.

(upfiles\dlano\alarvida\stpan1\legal)

BK18323PG0614

**Opinion of Title for Conveyance  
of Water Distribution and Wastewater  
Collection Facilities  
to the  
City of Weston**

**OPINION OF TITLE FOR CONVEYANCE OF  
WATER DISTRIBUTION AND WASTEWATER COLLECTION FACILITIES  
TO THE CITY OF WESTON**

This Opinion of Title is furnished to City of Weston, Broward County, Florida, as inducement for the acceptance of a Bill of Sale and a Grant of Easement in connection with certain water distribution and wastewater collection facilities for the Project known as St. Paul Evangelical Lutheran Church, located at 580 Indian Trace, Weston, Florida 33326-3366. I hereby certify that I have examined Title Search Report issued by Attorneys' Title Insurance Fund, LLC covering the period from the beginning to September 29, 2015, at the hour of 11:00 p.m. inclusive, of the following described property:

See Exhibit "A" attached hereto and by this reference made a part hereof ("**Property**").

It is my opinion that on the last mentioned date, the fee simple title to the Property was vested in:

St. Paul Evangelical Lutheran Church of Fort Lauderdale, Florida, Inc., a Florida corporation not for profit

Subject to the following encumbrances, liens and other exceptions:

**1. RECORDED MORTGAGES:**

Mortgage to Lutheran Church Extension Fund - Missouri Synod, mortgagee(s), recorded under Instrument Number 112960565, Public Records of Broward County, Florida.

**2. RECORDED CONSTRUCTION LIENS, CONTRACT LIENS AND JUDGMENTS:**

None

**3. GENERAL EXCEPTIONS:**

- 3.1 Taxes for 2015 and subsequent years, and taxes or special assessments which are not shown as existing liens by the Public Records (Note - Owner is tax exempt).
- 3.2 Rights or claims of parties in possession not shown by the Public Records.
- 3.3 Encroachments, overlaps, boundary line disputes, and any other matters which would be disclosed by an accurate survey and inspection of the Property.
- 3.4 Easements or claims of easements not shown by the Public Records.

- 3.5 Any lien or right to a lien for labor, equipment, material, or supplies heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
- 3.6 Any adverse claim to all or any part of the Property which is now under water or which has previously been under water but filled or exposed through the efforts of man.

4. **SPECIAL EXCEPTIONS:**

1. Restrictions, conditions, reservations, easements, and other matters contained on the Plat of SECTOR 6, as recorded in Plat Book 141, Page(s) 21, as amended by the instruments recorded in O.R. Book 18405, Page 315, O.R. Book 18581, Page 327, O.R. Book 21308, Page 292, O.R. Book 21680, Page 976, O.R. Book 25441, Page 260 and O.R. Book 30507, Page 90, Public Records of Broward County, Florida.
2. Covenants, conditions, and restrictions recorded in O.R. Book 12546, Page 921, together with the Amendments thereto, recorded in O.R. Book 13324, Page 40, O.R. Book 13954, Page 963, O.R. Book 14779, Page 765, O.R. Book 14796, Page 663, O.R. Book 14796, Page 666, O.R. Book 14997, Page 85, O.R. Book 15314, Page 395, O.R. Book 16103, Page 41, O.R. Book 16389, Page 581, O.R. Book 17649, Page 113, O.R. Book 19110, Page 298, O.R. Book 23774, Page 678, O.R. Book 23928, Page 188, , O.R. Book 24368, Page 452, O.R. Book 25466, Page 252, O.R. Book 25637, Page 801, O.R. Book 27438, Page 908, O.R. Book 28463, Page 424, O.R. Book 29278, Page 1124, O.R. Book 30296, Page 1010, O.R. Book 31029, Page 1998 and the Supplemental Declaration submitting the subject property recorded in O.R. Book 31133, Page 1676 and O.R. Book 32968, page 596, Public Records of Broward County, Florida, which contain provisions creating easements and/or assessments.
3. Declaration of Restrictive Covenants Running with the Land recorded April 25, 1986 in O.R. Book 13352, Page 145, Public Records of Broward County, Florida.
4. Covenant and Agreement by Arvida/JMB Partners recorded in O.R. Book 21856, Page 556, Public Records of Broward County, Florida.
5. Restrictive Covenants and Conditions attached to the Special Warranty Deed from Arvida/JMB Partners recorded in O.R. Book 28432, Page 276, as amended by O.R. Book

- 31433, Page 1018, Public Records of Broward County, Florida.
6. Reservations in favor of the State of Florida, as set forth in the deed from the Trustees of the Internal Improvement Fund of the State of Florida, recorded in Deed Book 7, Page 576, Public Records of Broward County, Florida. The right of entry and exploration and canal and drainage rights have been released by the instrument recorded in O.R. Book 15980, Page 26, Public Records of Broward County, Florida.
  7. Notice of Organization of Indian Trace Special Municipal Tax District recorded October 29, 1979 in O.R. Book 8525, Page 134, together with the Special Warranty Deed from Arvida/JMB Partners conveying the adjacent lake to Indian Trace Community Development District recorded in O.R. Book 24416, Page 742, Public Records of Broward County, Florida.
  8. Water and Wastewater Capacity Reservation Agreement recorded in O.R. Book 13774, Page 40, Public Records of Broward County, Florida.
  9. Agreement between Broward County, and Arvida/JMB Partners Relating to Private Roads, as recorded in O.R. Book 19625, Page 707, Public Records of Broward County, Florida.
  10. Easement in favor of Southern Bell Telephone & Telegraph Company; Gulf and Pacific Communications Limited Partnership; Florida Power & Light Company; Indian Trace Community Development District; Broward County and the Town Foundation, Inc., recorded in O.R. Book 22852, Page 808, Public Records of Broward County, Florida.
  11. Ingress/Egress Easement reserved by Arvida/JMB Partners recorded in O.R. Book 28432, Page 267, as affected by the instruments recorded in O.R. Book 30366, Page 1838, O.R. Book 30514, Page 1172, O.R. Book 30514, Page 1196 and O.R. Book 31029, Page 1994, Public Records of Broward County, Florida.
  12. Ordinances recorded in O.R. Book 17271, Page 633, O.R. Book 19694, Page 530, O.R. Book 19694, Page 550, O.R. Book 19703, Page 696, O.R. Book 24316, Page 822, O.R. Book 32418, Page 143 and O.R. Book 34145, Page 1891, Public Records of Broward County, Florida.
  13. Covenants, conditions and restrictions recorded in O.R. Book 17649, Page 115, Public Records of Broward County, Florida.

14. Agreements recorded in O.R. Book 17684, Page 942, O.R. Book 25441, Page 247, O.R. Book 25441, Page 260, and O.R. Book 27399, Page 938, Public Records of Broward County, Florida.
15. Resolutions recorded in O.R. Book 21680, Page 976, O.R. Book 32655, Page 869 and O.R. Book 32981, Page 533, Public Records of Broward County, Florida.
16. Easements recorded in O.R. Book 22189, Page 491, O.R. Book 22189, Page 546, O.R. Book 22189, Page 551, O.R. Book 24368, Page 444, O.R. Book 25637, Page 773, O.R. Book 25637, Page 781, O.R. Book 25637, Page 787, O.R. Book 25637, Page 792, O.R. Book 26325, Page 302, O.R. Book 29278, Page 1118, O.R. Book 30249, Page 1219, O.R. Book 30573, Page 672, O.R. Book 30627, Page 112, O.R. Book 30708, Page 603 and O.R. Book 30957, Page 1925, Public Records of Broward County, Florida.
17. Notice of Adoption of Development Order recorded in O.R. Book 33094, Page 98, Public Records of Broward County, Florida.
18. Resolution recorded in O.R. Book 39522, Page 1022, Public Records of Broward County, Florida.
19. Restrictions recorded in O.R. Book 40094, Page 1851, O.R. Book 40141, Page 753 Public Records of Broward County, Florida.
20. Restrictive Covenants and conditions as contained in that certain Warranty Deed recorded in O.R. Book 32968, Page 600, Public Records of Broward County, Florida.
21. Easement contained in instrument recorded April 22, 1991, under O.R. Book 18323, Page 634, Public Records of Broward County, Florida.
22. Easement contained in instrument recorded April 26, 1993, under O.R. Book 20592, Page 822, Public Records of Broward County, Florida.
23. Easement contained in instrument recorded December 7, 1982, under O.R. Book 20138, Page 199, Public Records of Broward County, Florida.
24. Easement contained in instrument recorded March 25, 1982, under O.R. Book 19298, Page 234, Public Records of Broward County, Florida.
25. Easement contained in instrument recorded February 20, 1992, under O.R. Book 19190, Page 256, Public Records of Broward County, Florida.

- 26. Easement contained in instrument recorded July 19, 2001, under O.R. Book 31871, Page 873, Public Records of Broward County, Florida.
- 27. Riparian and littoral rights are not insured.
- 28. Rights of the lessees under unrecorded leases

All recording references are to the Public Records of Broward County, Florida.

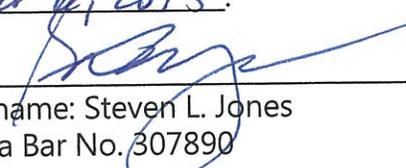
I HEREBY CERTIFY that I have reviewed all the aforementioned encumbrances and exceptions. It is my opinion that the following parties must join in the Bill of Sale and Grant of Easement in order to make these instruments valid and binding conveyances of the interests described therein.

<u>Name</u>	<u>Interest</u>	<u>Special Exception Number</u>
None		

I HEREBY CERTIFY that the legal description covered by this Opinion of Title is the same as the legal description in the Bill of Sale and the Grant of Easement.

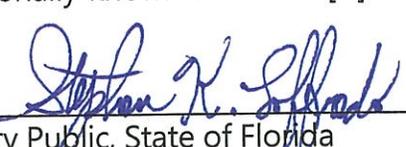
I further certify that I am an attorney-at-law duly admitted to practice in the State of Florida and a member in good standing of the Florida Bar.

Respectfully submitted on October 16, 2015.

  
 \_\_\_\_\_  
 Print name: Steven L. Jones  
 Florida Bar No. 307890

STATE OF FLORIDA  
 COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me on October 16, 2015 by Steven L. Jones who (check one)  is personally known to me or [ ] has produced a Florida driver's license as identification.

  
 \_\_\_\_\_  
 Notary Public, State of Florida

Print Name: Stephen K. Loffredo

My commission expires: \_\_\_\_\_



## EXHIBIT A (Legal Description)

A portion of parcel 6, Sector 6 according to the plat thereof as recorded in Plat Book 141, at Page 21, Public Records, Broward County, Florida, being more particularly described as follows:

Commence at the Southeast corner of said parcel and a point of the next described curve, said point bears South  $75^{\circ}06'47''$  west from the radius point; thence northwesterly along a circular curve to the right, having a radius of 3141.09 feet a central angle of  $00^{\circ}40'30''$  For an arc distance of 37.00 feet to the POINT OF BEGINNING; thence South  $75^{\circ}06'47''$  West for 300.22 feet to a point curvature; thence Southwesterly along a circular curve to the left, having a radius of 537.00 feet a central angle of  $08^{\circ}56'54''$  for an arc distance of 83.87 feet; thence North  $36^{\circ}25'50''$  West for 550.36 feet; thence North  $83^{\circ}23'37''$  East radially to the next described curve for 624.88 feet; thence southeasterly along A circular curve to the left, having a radius of 3141.09 feet, a central angle of  $07^{\circ}36'20''$  for an arc distance of 416.95 feet to the POINT OF BEGINNING.

**E**



# AGENDA ITEM SUMMARY

**MEETING DATE:** May 16, 2016

**AGENDA ITEM NO.:** 9-E

**FOR:**

City of Weston     Indian Trace Development District     Bonaventure Development District

**TITLE:**

A Resolution of the City Commission of the City of Weston, Florida, and as the governing board of the Indian Trace Development District, and as the governing board of the Bonaventure Development District, rescinding Resolution No. 2016-31, that extended the Agreement with Remediation Group, Inc., for Disaster Restoration and Recovery Services for City Buildings and Facilities for an additional three year term.

**SUMMARY EXPLANATION & BACKGROUND:**

On December 2, 2013, the City Commission adopted Resolution No. 2013-153 awarding RFP No. 2013-10 to Remediation Group, Inc. for Disaster Restoration and Recovery Services for City Buildings and Facilities as Backup Contractor, and the Agreement between the City and Remediation Group, Inc., was expiring on March 31, 2016. Section 2.2 of the Agreement provided for an option to renew for two additional three years terms. On March 7, 2016, the City Commission adopted Resolution No. 2016-31, that approved an extension of the Agreement with Remediation Group, Inc., for an additional three year term, due to expire on March 31, 2019. Remediation Group, Inc., no longer wishes to extend the Agreement for an additional three year period under the current terms of the Agreement. Therefore, the City wishes to rescind Resolution No. 2016-31.

**REQUESTED ACTION:**

Approval.

**EXHIBITS (LIST):** (i) Resolution, and (ii) copy of Resolution No. 2016-31 dated March 7, 2016

**PREPARED BY:**

Karl C. Thompson, P.E., Director of Public Works

**PETITIONER/REPRESENTATIVE:**

Not Applicable

**RECOMMENDED FOR CONSIDERATION BY:**

John R. Flint, City Manager  
David E. Keller, Assistant City Manager/CFO  
Jamie Alan Cole, City Attorney

**FUNDING SOURCE:**

Multiple City and District Funds and Accounts

**VOTING REQUIRED FOR PASSAGE:**

Majority                       Majority Plus One                       Unanimous

**COMMISSION ACTION:**

	M	2	Y	N		
					Approved as presented	
Commissioner Norton					Approved as amended	
Commissioner Feuer					Approved with conditions	
Commissioner Kallman					Continued to	
Commissioner Gomez					Deferred to	
Mayor Stermer					To deny	

*Notes:*

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**CITY OF WESTON, FLORIDA**  
**RESOLUTION NO. 2016-\_\_\_\_**

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WESTON, FLORIDA, AND AS THE GOVERNING BOARD OF THE INDIAN TRACE DEVELOPMENT DISTRICT, AND AS THE GOVERNING BOARD OF THE BONAVENTURE DEVELOPMENT DISTRICT, RESCINDING RESOLUTION NO. 2016-31, THAT EXTENDED THE AGREEMENT WITH REMEDIATION GROUP, INC., FOR DISASTER RESTORATION AND RECOVERY SERVICES FOR CITY BUILDINGS AND FACILITIES FOR AN ADDITIONAL THREE YEAR TERM.

WHEREAS, First, the Indian Trace Development District and the Bonaventure Development District are dependent special districts of the City of Weston (the "City") for the purpose of exercising all those rights, powers and authority contained in Chapter 189 and 190, Florida Statutes; and

WHEREAS, Second, the City Commission of the City serves as the governing board of both the Indian Trace Development District and the Bonaventure Development District; and

WHEREAS, Third, on December 2, 2013, the City Commission adopted Resolution No. 2013-153, awarding RFP No. 2013-10 to Remediation Group, Inc., for Disaster Restoration and Recovery Services for City Buildings and Facilities as Backup Contractor; and

WHEREAS, Fourth, the Agreement between the City and Remediation Group, Inc., for Disaster Restoration and Recovery Services for City Buildings and Facilities (the "Agreement") was expiring on March 31, 2016; and

WHEREAS, Fifth, Section 2.2 of the Agreement provided for an extension of two additional three year terms by mutual agreement of the parties; and

WHEREAS, Sixth, on March 7, 2016, the City Commission adopted Resolution No. 2016-31, that approved an extension of the Agreement with Remediation Group, Inc., for an additional three year term, due to expire on March 31, 2019; and

WHEREAS, Seventh, Remediation Group, Inc., no longer wishes to extend the Agreement for an additional three year period under the current terms of the Agreement, and therefore, the City wishes to rescind Resolution No. 2016-31; and

WHEREAS, Eighth, the City Commission finds it in the best interest of the City to rescind Resolution No. 2016-31.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WESTON, FLORIDA, AND AS THE GOVERNING BOARD OF THE INDIAN TRACE DEVELOPMENT DISTRICT, AND AS THE GOVERNING BOARD OF THE BONAVENTURE DEVELOPMENT DISTRICT, RESCINDING RESOLUTION NO. 2016-31, THAT EXTENDED THE AGREEMENT WITH REMEDIATION GROUP, INC., FOR DISASTER RESTORATION AND RECOVERY SERVICES FOR CITY BUILDINGS AND FACILITIES FOR AN ADDITIONAL THREE YEAR TERM.

1 NOW, THEREFORE, BE IT RESOLVED by the City Commission of the City of Weston, Florida, and  
2 as the governing board of the Indian Trace Development District, and as the governing board of the  
3 Bonaventure Development District:

4  
5 Section 1: The foregoing recitals contained in the preamble to this Resolution are incorporated by  
6 reference herein.

7  
8 Section 2: Resolution No. 2016-31 is rescinded.

9  
10 Section 3: The appropriate City officials are authorized to execute all necessary documents and to  
11 take any necessary action to effectuate the intent of this Resolution.

12  
13 Section 4: This Resolution shall take effect upon its adoption.

14  
15 ADOPTED by the City Commission of the City of Weston, Florida, and as the governing board of  
16 the Indian Trace Development District, and as the governing board of the Bonaventure  
17 Development District, this 16<sup>th</sup> day of May 2016.

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21 \_\_\_\_\_  
22 Daniel J. Stermer, Mayor of the City of Weston  
23 Chair of the Indian Trace Development District  
24 Chair of the Bonaventure Development District

25 ATTEST:

26  
27 \_\_\_\_\_  
28 Patricia A. Bates, City Clerk

29  
30 Approved as to form and legality  
31 for the use of and reliance by the  
32 City of Weston only:

33  
34 \_\_\_\_\_  
35 Jamie Alan Cole, City Attorney

Roll Call:

Commissioner Norton \_\_\_\_\_

Commissioner Feuer \_\_\_\_\_

Commissioner Kallman \_\_\_\_\_

Commissioner Gomez \_\_\_\_\_

Mayor Stermer \_\_\_\_\_

**CITY OF WESTON, FLORIDA  
RESOLUTION NO. 2016-31**

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WESTON, FLORIDA, AND AS THE GOVERNING BOARD OF THE INDIAN TRACE DEVELOPMENT DISTRICT, AND AS THE GOVERNING BOARD OF THE BONAVENTURE DEVELOPMENT DISTRICT, EXTENDING THE AGREEMENT WITH REMEDIATION GROUP, INC., FOR DISASTER RESTORATION AND RECOVERY SERVICES FOR CITY BUILDINGS AND FACILITIES FOR AN ADDITIONAL THREE YEAR TERM.

WHEREAS, First, the Indian Trace Development District and the Bonaventure Development District are dependent special districts of the City of Weston (the "City") for the purpose of exercising all those rights, powers and authority contained in Chapter 189 and 190, Florida Statutes; and

WHEREAS, Second, the City Commission of the City serves as the governing board of both the Indian Trace Development District and the Bonaventure Development District; and

WHEREAS, Third, on December 2, 2013, the City Commission adopted Resolution No. 2013-153, awarding RFP No. 2013-10 to Remediation Group, Inc., for Disaster Restoration and Recovery Services for City Buildings and Facilities as Backup Contractor; and

WHEREAS, Fourth, the Agreement between the City and Remediation Group, Inc., for Disaster Restoration and Recovery Services for City Buildings and Facilities (the "Agreement") expires on March 31, 2016; and

WHEREAS, Fifth, Section 2.2 of the Agreement provides for an extension of two additional three year terms by mutual agreement of the parties; and

WHEREAS, Sixth, Section 3.7 of the Agreement provides for hourly rates and fees to increase on April 1 of each subsequent year by an amount equal to the Consumer Price Index ("CPI") increase, as measured by the nearest geographical index; unless both parties mutually agree in writing to an alternative arrangement; and

WHEREAS, Seventh, the parties are desirous of extending the Agreement for an additional three year period under the current terms of the Agreement, with the Contract Renewal Price Schedule incorporated into the Amendment to the Agreement; and

WHEREAS, Eighth, the City Commission believes it is in the best interest of the City to extend the Agreement with Remediation Group, Inc., for an additional three year term, from March 31, 2016 to March 31, 2019.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WESTON, FLORIDA, AND AS THE GOVERNING BOARD OF THE INDIAN TRACE DEVELOPMENT DISTRICT, AND AS THE GOVERNING BOARD OF THE BONAVENTURE DEVELOPMENT DISTRICT, EXTENDING THE AGREEMENT WITH REMEDIATION GROUP, INC., FOR DISASTER RESTORATION AND RECOVERY SERVICES FOR CITY BUILDINGS AND FACILITIES FOR AN ADDITIONAL THREE YEAR TERM.

NOW, THEREFORE, BE IT RESOLVED by the City Commission of the City of Weston, Florida, and as the governing board of the Indian Trace Development District, and as the governing board of the Bonaventure Development District:

Section 1: The foregoing recitals contained in the preamble to this Resolution are incorporated herein.

Section 2: The City Commission approves an extension of the Agreement with Remediation Group, Inc., for an additional three year term, due to expire on March 31, 2019.

Section 3: The First Amendment to the Agreement with Remediation Group, Inc., is approved, in substantially the form attached as Exhibit "A," together with such non-substantial changes as may be acceptable to the City Manager and approved as to form and legality by the City Attorney.

Section 4: The appropriate City officials are authorized to execute all necessary documents and to take any necessary action to effectuate the intent of this Resolution.

Section 5: This Resolution shall take effect upon its adoption.

ADOPTED by the City Commission of the City of Weston, Florida, and as the governing board of the Indian Trace Development District, and as the governing board of the Bonaventure Development District, this 7<sup>th</sup> day of March 2016.



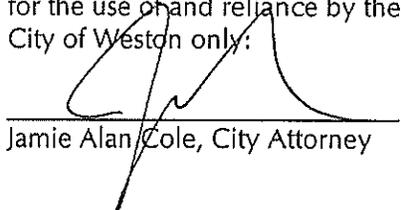
\_\_\_\_\_  
Daniel J. Stermer, Mayor of the City of Weston  
Chair of the Indian Trace Development District  
Chair of the Bonaventure Development District

ATTEST:



\_\_\_\_\_  
Patricia A. Bates, City Clerk

Approved as to form and legality  
for the use of and reliance by the  
City of Weston only:



\_\_\_\_\_  
Jamie Alan Cole, City Attorney

Roll Call:

Commissioner Norton	<u>Yes</u>
Commissioner Feuer	<u>Yes</u>
Commissioner Kallman	<u>Yes</u>
Commissioner Gomez	<u>Yes</u>
Mayor Stermer	<u>Yes</u>

**FIRST AMENDMENT TO THE AGREEMENT**  
**AMONG THE**  
**CITY OF WESTON**  
**INDIAN TRACE DEVELOPMENT DISTRICT**  
**BONAVENTURE DEVELOPMENT DISTRICT**  
**AND**  
**REMEDICATION GROUP, INC.**  
**FOR**  
**DISASTER RESTORATION AND RECOVERY SERVICES FOR CITY BUILDINGS AND FACILITIES**  
**RFP NO. 2013-10**

This First Amendment to the Agreement is made and entered into the \_\_\_\_ day of \_\_\_\_\_, 2016 among the City of Weston, a Florida municipal corporation, the Indian Trace Development District, and the Bonaventure Development District (collectively, the "City"), and Remediation Group, Inc., for Disaster Restoration and Recovery Services for City Buildings and Facilities ("Agreement"), pursuant to Resolution No. 2016-31.

**WITNESSETH:**

WHEREAS, First, on December 2, 2013, the City Commission adopted Resolution No. 2013-153, awarding RFP No. 2013-10 to Remediation Group, Inc., for Disaster Restoration and Recovery Services for City Buildings and Facilities as Backup Contractor; and

WHEREAS, Second, the Agreement between the City and Remediation Group, Inc., expires on March 31, 2016; and

WHEREAS, Third, Section 2.2 of the Agreement provides for an extension of two additional three year terms by mutual agreement of the parties; and

WHEREAS, Fourth, Section 3.7 of the Agreement provides for hourly rates and fees to increase on April 1 of each subsequent year by an amount equal to the Consumer Price Index ("CPI") increase, as measured by the nearest geographical index; unless both parties mutually agree in writing to an alternative arrangement; and

WHEREAS, Fifth, the parties are desirous of extending the Agreement for an additional three year period under the current terms of the Agreement.

**FIRST AMENDMENT TO THE AGREEMENT AMONG THE CITY OF WESTON INDIAN TRACE DEVELOPMENT DISTRICT BONAVENTURE DEVELOPMENT DISTRICT AND REMEDIATION GROUP, INC., FOR DISASTER RESTORATION AND RECOVERY SERVICES FOR CITY BUILDINGS AND FACILITIES RFP NO. 2013-10**

IN CONSIDERATION OF THE MUTUAL COVENANTS AND CONDITIONS HEREIN EXPRESSED AND THE FAITHFUL PERFORMANCE OF ALL SUCH COVENANTS AND CONDITIONS, THE PARTIES AGREE AS FOLLOWS:

1. The above recitals are true and correct and are incorporated herein as set forth in full hereunder.
2. Pursuant to Section 3.7 of the Agreement, the Contract Renewal Price Schedule is attached as Exhibit "A."
3. The term of the Agreement is hereby extended for an additional three year term expiring on March 31, 2019.
4. Except as herein amended, all other provisions of the Agreement shall remain in full force and effect.

[THIS SPACE INTENTIONALLY LEFT BLANK]

FIRST AMENDMENT TO THE AGREEMENT AMONG THE CITY OF WESTON INDIAN TRACE DEVELOPMENT DISTRICT BONAVENTURE DEVELOPMENT DISTRICT AND REMEDIATION GROUP, INC., FOR DISASTER RESTORATION AND RECOVERY SERVICES FOR CITY BUILDINGS AND FACILITIES RFP NO. 2013-10

IN WITNESS WHEREOF, the parties hereto have made and executed this First Amendment to the Agreement on the respective dates under each signature: City of Weston through its City Commission, signing by and through its Mayor, authorized to execute same by Commission action on the 7<sup>th</sup> day of March 2016; and Remediation Group, Inc., authorized to execute same.

CITY OF WESTON  
INDIAN TRACE DEVELOPMENT DISTRICT  
BONAVENTURE DEVELOPMENT DISTRICT

By: \_\_\_\_\_  
Daniel J. Stermer, Mayor and Chair  
\_\_\_\_\_ day of \_\_\_\_\_, 2016

ATTEST:

\_\_\_\_\_  
Patricia A. Bates, MMC, City Clerk

By: \_\_\_\_\_  
John R. Flint, City Manager  
\_\_\_\_\_ day of \_\_\_\_\_, 2016

Approved as to form and legality  
for the use of and reliance by the  
City of Weston only:

(CITY SEAL)

By: \_\_\_\_\_  
Jamie Alan Cole, City Attorney  
\_\_\_\_\_ day of \_\_\_\_\_, 2016

FIRST AMENDMENT TO THE AGREEMENT AMONG THE CITY OF WESTON INDIAN TRACE DEVELOPMENT DISTRICT BONAVENTURE DEVELOPMENT DISTRICT AND REMEDIATION GROUP, INC., FOR DISASTER RESTORATION AND RECOVERY SERVICES FOR CITY BUILDINGS AND FACILITIES RFP NO. 2013-10

REMEDIATION GROUP, INC.

By: \_\_\_\_\_  
Fred Rodriguez, CEO

\_\_\_\_\_ day of \_\_\_\_\_, 2016

WITNESSES:

\_\_\_\_\_

Print Name

\_\_\_\_\_

Print Name

FIRST AMENDMENT TO THE AGREEMENT AMONG THE CITY OF WESTON INDIAN TRACE DEVELOPMENT DISTRICT BONAVENTURE DEVELOPMENT DISTRICT AND REMEDIATION GROUP, INC., FOR DISASTER RESTORATION AND RECOVERY SERVICES FOR CITY BUILDINGS AND FACILITIES RFP NO. 2013-10

EXHIBIT A

Contract Renewal Price Schedule

Contract: RFP 2013-10 Disaster Restoration and Recovery Services for City Buildings and Facilities  
 Vendor: Remediation Group  
 Date: 12/30/2013  
 Expires: 3/31/2016  
 Options: Two - 3 year renewals

Labor Cost – Table 5-A

Item No.	Description of Item	Unit	CPI	1.57%	0.42%	TBD
			Bid Price 12/30/13 thru 3/31/14	4/1/14 thru 3/31/15	4/1/15 thru 3/31/16	4/1/16 thru 3/31/17
1	Project Manager		45.00	45.71	45.90	
2	Health and Safety Officer		27.00	27.42	27.54	
3	Restoration Supervisor		45.00	45.71	45.90	
4	General Cleaning Laborer		25.00	25.39	25.50	
5	Construction Labor		25.00	25.39	25.50	
6	General Restoration/Dehumidification Technician		40.00	40.63	40.80	
7	Carpenter		45.00	45.71	45.90	
8	Framer		45.00	45.71	45.90	
9	Painter/Dry waller		40.00	40.63	40.80	
10	Indoor Air Quality Consultant		155.00	157.43	158.09	
11	Roofer		45.00	45.71	45.90	
12	Roofing laborer		32.00	32.50	32.64	

Basic Services – Table 5-B

Item No.	Description of Item	Unit	CPI	1.57%	0.42%	TBD
			Bid Price 12/30/13 thru 3/31/14	4/1/14 thru 3/31/15	4/1/15 thru 3/31/16	4/1/16 thru 3/31/17
1	Water Extraction (Hourly)		225.00	228.53	229.49	
2	Removal of glued down carpet ( per square yard)		6.00	6.09	6.12	
3	Carpet Cleaning (per Square Yard) (Hot Water Extraction)		0.3	0.30	0.31	
4	Debris removal ( per cubic yard)		30.00	30.47	30.60	
5	Drywall 5/8" Remove/Replace/Finish (per square foot)		2.65	2.69	2.70	
6	Prep and Paint – two coats (per square foot)		0.55	0.56	0.56	

FIRST AMENDMENT TO THE AGREEMENT AMONG THE CITY OF WESTON INDIAN TRACE DEVELOPMENT DISTRICT BONAVENTURE DEVELOPMENT DISTRICT AND REMEDIATION GROUP, INC., FOR DISASTER RESTORATION AND RECOVERY SERVICES FOR CITY BUILDINGS AND FACILITIES RFP NO. 2013-10

Labor Rates – Table 5-C

Item No.	Description of Item	Unit	CPI	1.57%	0.42%	TBD
			Bid Price 12/30/13 thru 3/31/14	4/1/14 thru 3/31/15	4/1/15 thru 3/31/16	4/1/16 thru 3/31/17
1	Plumber	Hourly	65.00	66.02	66.30	
2	Electrician	Hourly	65.00	66.02	66.30	
3	HVAC Contractor	Hourly	65.00	66.02	66.30	

Equipment Rates – Table 5-D

Item No.	Description of Item	Unit	CPI	1.57%	0.42%	TBD
			Bid Price 12/30/13 thru 3/31/14	4/1/14 thru 3/31/15	4/1/15 thru 3/31/16	4/1/16 thru 3/31/17
1	HEPA Filtration Airscrubber	per day	100.00	101.57	102.00	
2	Dehumidifier	per day	70.00	71.10	71.40	
3	Air Mover/Drying Fan	per day	35.00	35.55	35.70	

F



# AGENDA ITEM SUMMARY

**MEETING DATE:** May 16, 2016

**AGENDA ITEM NO.:** 9-F

**FOR:**

City of Weston     Indian Trace Development District     Bonaventure Development District

**TITLE:**

A Resolution of the City Commission of the City of Weston, Florida, and as the governing board of the Indian Trace Development District, and as the governing board of the Bonaventure Development District, approving the Minutes of the Regular Meeting of the City Commission of the City of Weston held on May 2, 2016.

**SUMMARY EXPLANATION & BACKGROUND:**

In compliance with the Procedures for Meetings of the City Commission.

**REQUESTED ACTION:**

Approval.

**EXHIBITS (LIST):** (i) Resolution, and (ii) Commission Meeting Minutes of May 2, 2016

**PREPARED BY:**

John R. Flint, City Manager

**PETITIONER/REPRESENTATIVE:**

Not Applicable

**RECOMMENDED FOR CONSIDERATION BY:**

John R. Flint, City Manager

**FUNDING SOURCE:**

Not Applicable

**VOTING REQUIRED FOR PASSAGE:**

Majority                       Majority Plus One                       Unanimous

**COMMISSION ACTION:**

	M	2	Y	N		
					Approved as presented	
Commissioner Norton					Approved as amended	
Commissioner Feuer					Approved with conditions	
Commissioner Kallman					Continued to	
Commissioner Gomez					Deferred to	
Mayor Stermer					To deny	

*Notes:*

**CITY OF WESTON, FLORIDA  
RESOLUTION NO. 2016-\_\_**

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WESTON, FLORIDA, AND AS THE GOVERNING BOARD OF THE INDIAN TRACE DEVELOPMENT DISTRICT, AND AS THE GOVERNING BOARD OF THE BONAVENTURE DEVELOPMENT DISTRICT, APPROVING THE MINUTES OF THE REGULAR MEETING OF THE CITY COMMISSION OF THE CITY OF WESTON HELD ON MAY 2, 2016.

WHEREAS, First, the Indian Trace Development District and the Bonaventure Development District are dependent special districts of the City of Weston for the purpose of exercising all those rights, powers and authority contained in Chapters 189 and 190, Florida Statutes; and

WHEREAS, Second, the City Commission of the City of Weston serves as the governing board of both the Indian Trace Development District and the Bonaventure Development District.

NOW THEREFORE, BE IT RESOLVED by the City Commission of the City of Weston, Florida, and as the governing board of the Indian Trace Development District, and as the governing board of the Bonaventure Development District:

Section 1: The Minutes of the Regular Meeting of the City Commission of the City of Weston held on May 2, 2016 are approved.

Section 2: This Resolution shall take effect upon its adoption.

ADOPTED by the City Commission of the City of Weston, Florida, and as the governing board of the Indian Trace Development District, and as the governing board of the Bonaventure Development District, this 16<sup>th</sup> day of May 2016.

\_\_\_\_\_  
Daniel J. Stermer, Mayor of the City of Weston  
Chair of the Indian Trace Development District  
Chair of the Bonaventure Development District

ATTEST:

\_\_\_\_\_  
Patricia A. Bates, City Clerk

Approved as to form and legality  
for the use of and reliance by the  
City of Weston only:

\_\_\_\_\_  
Jamie Alan Cole, City Attorney

Roll Call:

Commissioner Norton \_\_\_\_\_

Commissioner Feuer \_\_\_\_\_

Commissioner Kallman \_\_\_\_\_

Commissioner Gomez \_\_\_\_\_

Mayor Stermer \_\_\_\_\_

## MINUTES OF MEETING CITY OF WESTON

A regular meeting of the City Commission of the City of Weston was held Monday, May 2, 2016 at 7:00 PM at Weston City Hall, 17200 Royal Palm Boulevard, Weston, Florida.

Present and constituting a quorum were:

Daniel J. Stermer	Mayor
Angel M. Gomez	Commissioner
Toby Feuer	Commissioner
Jim Norton	Commissioner
Thomas M. Kallman	Commissioner

Also present were:

John R. Flint	City Manager
David E. Keller	Assistant City Manager/CFO
Darrel L. Thomas	Assistant City Manager/COO
Patricia A. Bates	City Clerk
Jamie Alan Cole	City Attorney, Weiss Serota Helfman Cole & Bierman, PL
Karen Lieberman	Asst. City Attorney, Weiss Serota Helfman Cole & Bierman, PL
Dennis Giordano	President, Calvin, Giordano & Associates
Sarah Sinatra Gould	Director of Development Services, Calvin, Giordano & Associates
Karl Kennedy	City Engineer, Calvin, Giordano & Associates
Thaddeus Bielecki	Director of Landscaping
Bryan E. Cahen	Director of Budget
Donald Decker	Director of Parks and Recreation
Ryan M. Fernandes	Director of Technology Services
Karl C. Thompson	Director of Public Works
Pamela Solomon	Assistant Director of Communications, MuniTech LLC
Cosmo Tornese, P.E.	Building Official, C.A.P. Government, Inc.
Chief Kevin Butler	BSO DLE – Weston
Chief Harris Bouchillon	BSO DFRES – Weston
Mary Molina-Macfie	Resident

### FIRST ORDER OF BUSINESS

### Roll Call

Mayor Stermer called the meeting to order at 7:00 PM.

City Clerk Patricia Bates called the roll.

## **SECOND ORDER OF BUSINESS**

### **Pledge of Allegiance**

The Pledge of Allegiance was led by students from Country Isles Elementary School, who were chaperoned by Mrs. Stephanie Gomez, 2<sup>nd</sup> Grade Teacher and Student Council Sponsor.

## **THIRD ORDER OF BUSINESS**

### **Presentations**

- A. **Broward Sheriff's Fire Rescue Employees of the Month** – Lieutenant Samantha Whitehorne, Lieutenant Virginio Gallardo, Lieutenant Michael Peditto, Lieutenant Robert Stout, Lieutenant Alan London, Driver/Engineer Lysander Rostow, Firefighter/Paramedic Erik Salas, Firefighter/Paramedic Todd Brady, Firefighter/Paramedic Mick Dube, Firefighter/Paramedic Ron Keindl, Firefighter/Paramedic Keith Williams, Firefighter/Paramedic Chet Klug, Firefighter/Paramedic Timothy Webb, And Firefighter/Paramedic John Casey
- B. **Proclamation – EMS Week.** Accepted by Chief Bouchillon.
- C. **Proclamation – Municipal Clerks Week.** Accepted by City Clerk Patricia Bates.
- D. **Certificates of Recognition** – Okapi Wanderers Rugby U10 Division and Men's Division both winners of the Rugby Florida State Championship.

## **ANNOUNCEMENTS**

- Residents are encouraged to sign up for our weekly E-newsletter *Newsday Tuesday*, or visit our Events Calendar on the Weston website at [Westonfl.org/Events](http://Westonfl.org/Events).
- The playground at Emerald Estates Park is currently closed while new play equipment is installed. The remainder of the park is open to the public while this enhancement is completed which will be approximately May 13<sup>th</sup>.
- Chess players of all ages and skill levels are invited to join myself and your City Commissioners and City leaders at the final Mayors' Chess Challenge on Saturday, May 7<sup>th</sup> from 10AM until 12 Noon at the Weston Community Center. No RSVP is required just come out for this friendly

open competition which is a celebration of scholastic chess and an opportunity for novices, experts and all ranges in-between to join in the fun.

- On Wednesday, May 11<sup>th</sup> and Thursday, May 12<sup>th</sup> the City of Weston is proud to partner with the Florida Department of Financial Services to offer two free workshops on how to Be Scam Free. Directed toward seniors, but excellent for anyone, the workshops will teach you how to spot fraudulent behavior; common scams that target seniors; and how to fight identity theft. The Wednesday, May 11<sup>th</sup> date is an English language workshop. The Thursday, May 12<sup>th</sup> date is a Spanish language workshop: En Español – both workshops are from 10AM – 11AM at the Bonaventure Town Center Club, 16690 Saddle Club Road.
- The next Household Hazardous Waste & Electronics Recycling Event will be held on Sunday, May 15<sup>th</sup> between 8AM and 3PM. It is held at the Weston Public Works Services Center, 2599 South Post Road which is just north of Manatee Isles Drive. Just drive up and crews will remove all items for you. You never need to get out of your car. Items accepted include TVs, computers, monitors, keyboards, pool chemicals, paint, tires, light bulbs and batteries. For a full list, visit our website at Westonfl.org.

#### **FOURTH ORDER OF BUSINESS**

#### **Audience Comments**

None.

#### **FIFTH ORDER OF BUSINESS**

#### **Consent Agenda**

##### **A. Commissioners' Items Removed for Later Discussion**

Commissioners' Items Removed for Later Discussion None .

##### **B. Approval of the Consent Agenda**

Commissioner Gomez moved to approve the Consent Agenda.  
Commissioner Kallman seconded the motion.

Roll call vote on the Consent Agenda.  
Commissioner Norton voted yes.  
Commissioner Feuer voted yes.  
Commissioner Kallman voted yes.  
Commissioner Gomez voted yes.  
Mayor Stermer voted yes.

## SIXTH ORDER OF BUSINESS

**Ordinance No. 2016-08 of the City of Weston, Florida, providing for amendment of the City Charter by amending Section 2.05, "Vacancies; Forfeiture of Office; Filling of Vacancies," to change the time frame for holding special elections to fill a vacancy when there is no scheduled available election within one year; providing requisite ballot language for submission to electors; providing for adoption of enabling resolution; and providing for an effective date.**

### *Second and Final Reading*

The Ordinance was read into the record by title. This is a Second and Final Reading. The item was opened for public comment. No comment from the public.

Commissioner Feuer moved to approve Ordinance No. 2016-08.  
Commissioner Norton seconded the motion.

Roll call vote on Ordinance No. 2016-08.  
Commissioner Norton voted yes.  
Commissioner Feuer voted yes.  
Commissioner Kallman voted yes.  
Commissioner Gomez voted yes.  
Mayor Stermer voted yes.

## SEVENTH ORDER OF BUSINESS

**Ordinance No. 2016-09 of the City of Weston, Florida, amending Section 1.01, "Definitions," of the City Code to add a definition related to sexual violator residency restrictions; defining "reside,"; amending Section 52.45 "Sexual Violator Residency Prohibition" to clarify the type of residency prohibited by the City Code; and providing for an effective date.**

### *Second and Final Reading*

The Ordinance was read into the record by title. This is a Second and Final Reading. The item was opened for public comment. Mary Molina-MacFie commented from the public. City Attorney Jamie Cole and Chief Kevin Butler answered questions from the Commission. The City Commission discussed the item.

Commissioner Norton moved to amend Page 1 of 3, line 43: changing fourteen (14) to zero (0) days for a sexual violator and changing fourteen (14) to five (5) days for a sexual offender.  
Motion failed for lack of a second.

Commissioner Kallman moved to amend Page 1 of 3, line 43: changing fourteen (14) days to five (5) days. Line 44: change twelve (12) month period to calendar year.  
Commissioner Gomez seconded the motion.

Mayor Stermer turned the meeting over to the Alternate Presiding Officer, Commissioner Angel Gomez.

Mayor Stermer made a substitute motion to amend Page 1 of 3, line 43: changing fourteen (14) days to three (3) days.  
Commissioner Norton seconded the motion.

Roll call vote on the substitute motion.  
Commissioner Norton voted yes.  
Commissioner Feuer voted yes.  
Commissioner Kallman voted yes.  
Commissioner Gomez voted no.  
Mayor Stermer voted yes.

Commissioner Norton moved to approve Ordinance No. 2016-09 as amended.  
Commissioner Kallman seconded the motion.

Roll call vote on Ordinance No. 2016-09.  
Commissioner Norton voted yes.  
Commissioner Feuer voted yes.  
Commissioner Kallman voted yes.  
Commissioner Gomez voted no.  
Mayor Stermer voted yes.

**EIGHTH ORDER OF BUSINESS**

**Ordinance No. 2016-10 of the City of Weston, Florida, amending Section 100.11, "Background Checks," and creating Section 100.14, "Concussion and Head Injury Regulations," to update procedures related to sports leagues in public parks to ensure consistency with state law; and providing for an effective date.**

***Second and Final Reading***

The Ordinance was read into the record by title. This is a Second and Final Reading. The item was opened for public comment. No comment from the public.

Commissioner Gomez moved to approve Ordinance No. 2016-10.  
Commissioner Kallman seconded the motion.

Roll call vote on Ordinance No. 2016-10.  
Commissioner Norton voted yes.  
Commissioner Feuer voted yes.  
Commissioner Kallman voted yes.  
Commissioner Gomez voted yes.  
Mayor Stermer voted yes.

**NINTH ORDER OF BUSINESS**

**Consent Agenda**

***CITY OF WESTON***

- A. Resolution No. 2016-53 of the City Commission of the City of Weston, Florida, amending the budget of the City of Weston for Fiscal Year 2016 commencing October 1, 2015 and ending September 30, 2016; and providing for an effective date.**
- B. Resolution No. 2016-54 of the City Commission of the City of Weston, Florida, approving Work Authorization No. 361, Bonaventure Boulevard and Royal Palm Boulevard intersection modification, Proposal No. 16-8538 for the City's contract provider, Calvin, Giordano & Associates, Inc.**
- C. Resolution No. 2016-55 of the City Commission of the City of Weston, Florida, approving Amendment No. 1 to Work Authorization No. 2 for Professional Architectural and Engineering Services for air conditioning system and water intrusion modifications at the Police Services Center, Weston, Florida, for the City's contract provider, Saltz Michelson Architects, Inc., of Fort Lauderdale, Florida.**

***CITY OF WESTON, INDIAN TRACE DEVELOPMENT DISTRICT, BONAVENTURE DEVELOPMENT DISTRICT***

- D. Resolution No. 2016-56 of the City Commission of the City of Weston, Florida, and as the governing board of the Indian Trace Development District, and as the governing board of the Bonaventure Development District, accepting and ratifying the Selection Committee's ranking of the firms for Continuing Professional Architectural Services, RFQ No. 2015-13; and authorizing the Assistant City Manager/COO to negotiate an agreement with the number one ranked firm, Synalovski Romanik Saye, LLC, of Fort Lauderdale, Florida.
- E. Resolution No. 2016-57 of the City Commission of the City of Weston, Florida, and as the governing board of the Indian Trace Development District, and as the governing board of the Bonaventure Development District, approving the Minutes of the Regular Meeting of the City Commission of the City of Weston held on April 18, 2016.

The Items listed above on the Consent Agenda were approved earlier in the meeting.

**TENTH ORDER OF BUSINESS**

**Adjournment**

The meeting adjourned at 8:21 PM.

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Daniel J. Stermer, Mayor