



Southwest Ranches Town Council

REGULAR MEETING

Agenda of November 10, 2016

Southwest Ranches Council Chambers
6:45 PM Thursday

13400 Griffin Road
Southwest Ranches, FL 33330

<u>Mayor</u>	<u>Town Council</u>	<u>Town Administrator</u>	<u>Town Attorney</u>
Doug McKay	Steve Breitzkreuz	Andrew D. Berns	Keith M. Poliakoff, J.D.
<u>Vice-Mayor</u>	Gary Jablonski	<u>Town Financial Administrator</u>	<u>Assistant Town Administrator/Town Clerk</u>
		Martin Sherwood, CPA CGFO	Russell C. Muniz, MMC

In accordance with the Americans with Disabilities Act of 1990, persons needing special accommodation, a sign language interpreter or hearing impaired to participate in this proceeding should contact the Town Clerk at (954) 434-0008 for assistance no later than four days prior to the meeting.

1. **Call to Order/Roll Call**
2. **Pledge of Allegiance**
3. **Oath of Office**
4. **Selection of Vice Mayor**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF
SOUTHWEST RANCHES, FLORIDA, APPOINTING COUNCIL MEMBER
_____ AS THE NEW VICE MAYOR OF THE TOWN OF
SOUTHWEST RANCHES; AND PROVIDING AN EFFECTIVE DATE.**

5. **Presentation**

**Mr. & Mrs. Southwest Ranches Pageant Award Winners - Kathy Sullivan,
SEAB Chair**

Quasi-Judicial Hearings

Please be advised that the following item on the Council agenda is quasi-judicial in nature. All witnesses who will testify on any item in this portion of the Agenda will be sworn. Participants who are members of the general public need not be sworn and will not be subject to cross-examination if they are not sworn. However, the Council shall not assign un-sworn testimony the same weight or credibility as sworn testimony in its deliberations.

The applicant has the burden of proof. After the applicant's concluding remarks, the hearing will be closed and no additional testimony, material or argument will be allowed unless the Council chooses to request additional testimony. The members of the Town Council will then deliberate.

All evidence relied upon by reasonably prudent persons in the conduct of their affairs

may be considered in these proceedings, regardless of whether such evidence would be admissible in a court. Hearsay evidence may supplement or explain other evidence, but shall not alone support a conclusion unless it would be admissible over objection in court. The material in the Town Council agenda will be considered as evidence without authentication.

Anyone representing an organization must present written evidence of his or her authority to speak on behalf of the organization in regard to the matter under consideration. Each person who appears during a public hearing shall identify himself or herself and give their address, and if appearing on behalf of an organization state the name and mailing address of the organization. The Council may, on its own motion or at the request of any person, continue the hearing to a fixed date, time and place.

No notice shall be required if a hearing is continued to a fixed date, time and place. Any Applicant shall have the right to request and be granted one continuance; however, all subsequent continuance shall be granted at the discretion of the Council and only upon good cause shown.

- 6. A RESOLUTION AND FINAL ORDER OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING WAIVER OF PLAT APPLICATION NO. WP-012-15 TO SUBDIVIDE 9.55 NET ACRES OF PROPERTY INTO TWO LOTS OF 4.18 AND 5.37 NET ACRES; GENERALLY LOCATED ON THE EAST SIDE OF SW 142ND AVENUE, APPROXIMATELY 650 FEET NORTH OF STIRLING ROAD, AND GENERALLY DESCRIBED AS TRACT 19 OF THE EVERGLADES SUGAR AND LAND COMPANY SUBDIVISION OF SECTION 34, TOWNSHIP 50 S., RANGE 40 E. ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGE 152 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, SAID LAND NOW LYING AND BEING SITUATED IN THE TOWN OF SOUTHWEST RANCHES, BROWARD COUNTY, FLORIDA, LESS THE WEST 40 FEET FOR RIGHT-OF-WAY PURPOSES; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE INTENT OF THIS RESOLUTION; PROVIDING FOR RECORDATION; AND PROVIDING AN EFFECTIVE DATE.**
- 7. A RESOLUTION AND FINAL ORDER OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING WAIVER OF PLAT APPLICATION NO. WP-17-16 TO SUBDIVIDE APPROXIMATELY 9.24 NET ACRES OF PROPERTY INTO TWO LOTS OF 4.65 ACRES (LOT A) AND 4.59 ACRES (LOT B); GENERALLY LOCATED ON THE EAST SIDE OF SW 142ND AVENUE (HANCOCK ROAD) APPROXIMATELY 990 FEET NORTH OF STIRLING ROAD, AND DESCRIBED AS TRACT 20 OF "THE EVERGLADES SUGAR & LAND CO SUBDIVISION OF SECTION 34 TOWNSHIP 50 SOUTH, RANGE 40 EAST." ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGE 152, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, SAID LAND NOW LYING AND BEING SITUATED IN THE TOWN OF SOUTHWEST RANCHES, BROWARD COUNTY, FLORIDA, LESS THE WEST 40 FEET FOR RIGHT-OF-WAY PURPOSES; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO PROPERLY TO EFFECTUATE THE**

INTENT OF THIS RESOLUTION; PROVIDING FOR RECORDATION; AND PROVIDING AN EFFECTIVE DATE.

8. Public Comment

- All Speakers are limited to 3 minutes.
- Public Comment will last for 30 minutes.
- All comments must be on non-agenda items.
- All Speakers must fill out a request card prior to speaking.
- All Speakers must state first name, last name, and mailing address.
- Speakers will be called in the order the request cards were received.
- Request cards will only be received until the first five minutes of public comment have concluded.

9. Board Reports

10. Council Member Comments

11. Legal Comments

12. Administration Comments

Ordinance - 1st Reading

- 13. AN ORDINANCE OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING AN UPDATE TO THE TEN-YEAR WATER SUPPLY FACILITIES PLAN ("WSFP") AND ADOPTING AN IMPLEMENTING AMENDMENT TO THE GOALS, OBJECTIVES AND POLICIES OF THE CAPITAL IMPROVEMENTS ELEMENT OF THE TOWN OF SOUTHWEST RANCHES COMPREHENSIVE PLAN; AUTHORIZING TRANSMITTAL OF THE WSFP UPDATE AND COMPREHENSIVE PLAN AMENDMENT TO REVIEWING AGENCIES; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND, PROVIDING FOR AN EFFECTIVE DATE.**

Resolutions

- 14. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA TRANSMITTING ITS FINDINGS PERTAINING TO THE EVALUATION AND APPRAISAL OF THE COMPREHENSIVE PLAN TO THE STATE LAND PLANNING AGENCY PURSUANT TO SECTION 163.3191, FLORIDA STATUTES; PROVIDING FOR AN EFFECTIVE DATE.**
- 15. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, DECLARING ZONING IN PROGRESS; DIRECTING TOWN STAFF TO DEFER THE ACCEPTANCE AND PROCESSING OF DEVELOPMENT APPLICATIONS AND PROHIBITING THE ISSUANCE OF BUILDING PERMITS, DEVELOPMENT ORDERS, OR LOCAL BUSINESS TAX RECEIPTS FOR WIRELESS SERVICE FACILITIES AND PERSONAL WIRELESS SERVICE FACILITIES AS DEFINED IN SECTION 365.172 F.S. AND 47 U.S.C. §332(c)(7)(C)(ii) WITHIN THE TOWN'S RIGHTS-OF-WAY; AUTHORIZING AND DIRECTING TOWN STAFF TO UNDERTAKE THE STUDY AND REVIEW OF THE TOWN'S REGULATIONS REGARDING SAME; PROVIDING THAT UPON THE ADOPTION OF THIS RESOLUTION THE ACCEPTANCE AND PROCESSING OF DEVELOPMENT APPLICATIONS SHALL BE DEFERRED AND NO PERMITS OR DEVELOPMENT ORDERS SHALL BE ISSUED UNTIL AMENDED LAND DEVELOPMENT REGULATIONS ARE ADOPTED BY THE**

TOWN COUNCIL OR UNTIL THE PASSAGE OF 180 DAYS FROM THE DATE OF THIS RESOLUTION, WHICHEVER OCCURS FIRST; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

- 16. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING A PROJECT FUND AGREEMENT WITH THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION FOR THREE HUNDRED THOUSAND DOLLARS (\$300,000) TO COMPLETE THE GUARDRAIL IMPROVEMENTS ALONG STIRLING ROAD; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO ENTER INTO AN AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.**
- 17. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING A YEAR END BUDGET ADJUSTMENT FOR THE FISCAL YEAR 2015/2016 BUDGET; AND PROVIDING FOR AN EFFECTIVE DATE.**
- 18. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING THE PURCHASE OF GEOGRAPHIC INFORMATION SYSTEM (GIS) SOFTWARE AND TRAINING FROM ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC. (ESRI); AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO EXECUTE THE PURCHASE ORDER IN THE AMOUNT OF SIXTEEN THOUSAND SIX HUNDRED FORTY DOLLARS (\$16,640); AND PROVIDING AN EFFECTIVE DATE.**

Discussion

- 19. SW 188th Avenue/Griffin Road 345 HOA Traffic Discussion**
- 20. Approval of Minutes**
 - a. September 13, 2016 Workshop Meeting**
 - b. September 14, 2016 First Budget Hearing**
 - c. September 29, 2016 Second Budget Hearing**

21. Adjournment

PURSUANT TO FLORIDA STATUTES 286.0105, THE TOWN HEREBY ADVISES THE PUBLIC THAT IF A PERSON DECIDES TO APPEAL ANY DECISION MADE BY THIS COUNCIL WITH RESPECT TO ANY MATTER CONSIDERED AT ITS MEETING OR HEARING, HE OR SHE WILL NEED A RECORD OF THE PROCEEDINGS, AND THAT FOR SUCH PURPOSE, THE AFFECTED PERSON MAY NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDING IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED. THIS NOTICE DOES NOT CONSTITUTE CONSENT BY THE TOWN FOR THE INTRODUCTION OR ADMISSION OF OTHERWISE INADMISSIBLE OR IRRELEVANT EVIDENCE, NOR DOES IT AUTHORIZE CHALLENGES OR APPEALS NOT OTHERWISE ALLOWED BY LAW.



Town of Southwest Ranches
13400 Griffin Road
Southwest Ranches, FL 33330-2628

(954) 434-0008 Town Hall
(954) 434-1490 Fax

Town Council
Jeff Nelson, Mayor
Doug McKay, Vice-Mayor
Freddy Fisikelli, Council Member
Steve Breitzkreuz, Council Member
Gary Jablonski, Council Member

Andrew D. Berns, Town Administrator
Keith M. Poliakoff, JD, Town Attorney
Russell Muniz, Assistant Town Administrator/Town Clerk
Martin D. Sherwood, CPA, CGMA, CGFO, Town Financial Administrator

COUNCIL MEMORANDUM

TO: Honorable Mayor Nelson and Town Council
VIA: Andrew D. Berns, Town Administrator
FROM: Russell Muniz, Assistant Town Administrator/Town Clerk
DATE: 11/10/2016
SUBJECT: Appointment of New Vice Mayor

Recommendation

Town Staff is requesting Town Council's consideration and appointment of Vice Mayor of the Town of Southwest Ranches for the upcoming year.

Strategic Priorities

A. Sound Governance

Background

Section 2.03 of the Town's Charter addresses the position of Vice Mayor. The Vice Mayor shall be elected from among Council Members. It requires a majority vote of the Council. This Resolution serves to comply with the Town's Charter by appointing a new Vice Mayor.

The vote takes place in November of each year. The Vice Mayor shall serve for a period of one year. No Council Member shall serve consecutive terms as Vice Mayor unless no other Council Member is willing to serve as Vice Mayor.

Fiscal Impact/Analysis

None.

Staff Contact:

Russell Muñiz, Assistant Town Administrator/Town Clerk

ATTACHMENTS:

Description	Upload Date	Type
Reso - Appointing VM-TA Approved	11/2/2016	Resolution

RESOLUTION NO. 2017 –

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPOINTING COUNCIL MEMBER _____ AS THE NEW VICE MAYOR OF THE TOWN OF SOUTHWEST RANCHES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on November 4, 2003 the Town's electorate amended Section 2.03 of the Town's Charter to provide for the annual appointment of the Town's Vice Mayor; and

WHEREAS, on November 7, 2006 the Town's electorate further amended Section 2.03 of the Town's Charter to provide that the Vice Mayor shall be elected from among Council Members for a period of one year by a majority of the Council in November of each year; and

WHEREAS, no Council Member shall serve consecutive terms as Vice Mayor unless no other Council Member is willing to serve as Vice Mayor; and

WHEREAS, this Resolution serves to comply with the Town's Charter by appointing a new Vice Mayor.

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Southwest Ranches, Florida:

Section 1: The above-referenced recitals are true and correct and are incorporated herein by reference.

Section 2: The Town Council hereby appoints _____ as the new Vice Mayor of the Town of Southwest Ranches.

Section 3: This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED by the Town Council of the Town of Southwest

Ranches, Florida, this 10th day of November 2016, on a motion by _____

and seconded by _____.

McKay	_____
Breitkreuz	_____
Fisikelli/Neunzig	_____
Jablonski	_____
Schroeder/Kuczenski	_____

Ayes	_____
Nays	_____
Absent	_____

Doug McKay, Mayor

ATTEST:

Russell Muñiz, Assistant Town Administrator/Town Clerk

Approved as to Form and Correctness:

Keith M. Poliakoff, J.D., Town Attorney

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Town of Southwest Ranches
13400 Griffin Road
Southwest Ranches, FL 33330-2628

(954) 434-0008 Town Hall
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Town Council
Jeff Nelson, Mayor
Doug McKay, Vice-Mayor
Freddy Fisikelli, Council Member
Steve Breitzkreuz, Council Member
Gary Jablonski, Council Member

Andrew D. Berns, Town Administrator
Keith M. Poliakoff, JD, Town Attorney
Russell Muniz, Assistant Town Administrator/Town Clerk
Martin D. Sherwood, CPA, CGMA, CGFO, Town Financial Administrator

COUNCIL MEMORANDUM

TO: Honorable Mayor Nelson and Town Council
VIA: Andy Berns, Town Administrator
FROM: Jeff Katims
DATE: 11/10/2016
SUBJECT: Waiver of Plat 12-15

Recommendation

Recommendation

1. The Council could deny this item finding that the applicant failed to show by competent substantial evidence it has met the requirements of the ULDC.
2. The Council could approve this item finding that the applicant has shown by competent substantial evidence it has met the requirements of the ULDC.
3. The Council could table this item to seek additional information.
4. The Council could choose to approve this item with the conditions such as those listed in the staff report.

Strategic Priorities

A. Sound Governance

Background

The Waiver of Plat application corrects an illegal and noncompliant subdivision done several years ago. This application corrects these deficiencies by properly dividing the 9.55 acre property into two lots of 5.37 and 4.18 acres that comply with all code requirements.

Fiscal Impact/Analysis

N/A

Staff Contact:

Jeff Katims, AICP, CNU-A

ATTACHMENTS:

Description	Upload Date	Type
Waiver of Plat WP-12-15 - TA Approved	11/2/2016	Resolution
Staff Report - Revised per JK	11/2/2016	Backup Material
Survey	10/21/2016	Exhibit
Location Map	10/21/2016	Exhibit
Mail Notice List	10/21/2016	Exhibit
Mail Notification Map	10/21/2016	Exhibit

RESOLUTION NO. 2017-____

A RESOLUTION AND FINAL ORDER OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING WAIVER OF PLAT APPLICATION NO. WP-012-15 TO SUBDIVIDE 9.55 NET ACRES OF PROPERTY INTO TWO LOTS OF 4.18 AND 5.37 NET ACRES; GENERALLY LOCATED ON THE EAST SIDE OF SW 142ND AVENUE, APPROXIMATELY 650 FEET NORTH OF STIRLING ROAD, AND GENERALLY DESCRIBED AS TRACT 19 OF THE EVERGLADES SUGAR AND LAND COMPANY SUBDIVISION OF SECTION 34, TOWNSHIP 50 S., RANGE 40 E. ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGE 152 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, SAID LAND NOW LYING AND BEING SITUATED IN THE TOWN OF SOUTHWEST RANCHES, BROWARD COUNTY, FLORIDA, LESS THE WEST 40 FEET FOR RIGHT-OF-WAY PURPOSES; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE INTENT OF THIS RESOLUTION; PROVIDING FOR RECORDATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 115-070 of the Town of Southwest Ranches Unified Land Development Code ("ULDC") requires Town Council approval of a Plat or Waiver of Plat application prior to the subdivision of a parcel of land into two (2) lots; and

WHEREAS, at a duly noticed public hearing held on November 10, 2016, the Town Council reviewed Application No. WP-012-15 by Petitioners Manuel and Lorraine Quintero; and John and Raquel Licata to subdivide 9.55 net acres of land ("Parent Parcel") into two parcels measuring 4.18 acres ("Eastern Parcel") and 5.37 acres in area ("Western Parcel"), and 330 feet in width, without platting; and

WHEREAS, the Parent Parcel has a Rural Ranch land use plan designation and is zoned Rural Ranches, both of which require 2.0 net or 2.5 gross acres per lot; and

WHEREAS, the minimum lot width in the Rural Ranches district must be 125 feet; and

WHEREAS, access to the lots will be provided from an existing 25-foot ingress/ egress easement that also provides access to adjoining property to the north; and

WHEREAS, Subsection 090-080(C)(2) of the ULDC authorizes up to four (4) lots to obtain access to a public street from an ingress/egress easement of at least 25 feet in width; and

WHEREAS, the owners of the abutting properties and the Petitioners have jointly executed a Shared Roadway Maintenance Agreement for the maintenance and repair of the existing ingress/egress easement; and

WHEREAS, the subdivision complies with the lot size and dimensional requirements of the Rural Ranches land use plan and zoning designations, has legal and sufficient access, and will not create or exacerbate any nonconformities with the development standards of the ULDC.

NOW, THEREFORE BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA:

Section 1. That the foregoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution.

Section 2. That, at a duly noticed public hearing held on November 10, 2016, following the review of the staff report and all written and oral evidence received during the public hearing, the Town Council hereby approves Waiver of Plat Application No. WP-012-15, for subdivision of the Parent Parcel, which is legally described and depicted in Exhibit "A", attached hereto and made a part hereof, into 2 separate parcels as follows:

WESTERN PARCEL – consisting of 5.27 acres and legally described and depicted in Exhibit "B" attached hereto and made a part hereof; and

EASTERN PARCEL - consisting of 4.18 acres and legally described and depicted in Exhibit "C" attached hereto and made a part hereof.

Section 3. As a condition of the plat waiver, Petitioners shall execute and record a Unity of Title Agreement wherein the Petitioners agree that no further subdivision of the parcels shall be permitted.

Section 4. Petitioners shall pay the Town of Southwest Ranches an amount equal to the total expenses incurred by the Town in the processing and finalizing of this application. This includes, but may not be limited to, expenses for engineering, planning, legal, advertising, five percent (5%) percent administrative fee, and any related expenses that the Town has or will incur as a direct cost of this application.

Section 5. The Mayor, Town Administrator and Town Attorney are each authorized to execute any and all documents necessary to effectuate the intent of this Resolution.

Section 6. This Resolution shall be recorded in the Public Records of Broward County, Florida upon the property owner's satisfaction of all conditions of approval enumerated in Section 2 herein.

Section 7. This Resolution shall become effective upon the property owner's satisfaction of the condition of approval enumerated in Section 2 herein.

PASSED AND ADOPTED by the Town Council of the Town of Southwest Ranches, Florida, this 10th day of November 2016, on a motion by _____ and seconded by _____.

McKay _____
Breitkreuz _____

Jablonski _____

Ayes _____
Nays _____
Absent _____
Abstaining _____

ATTEST:

Doug McKay, Mayor

Russell Muñiz, Assistant Town Administrator/Town Clerk

Approved as to Form and Correctness:

Keith Poliakoff, J.D., Town Attorney

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EXHIBIT "A"

LEGAL DESCRIPTION OF PARENT TRACT

ALL THAT PORTION OF TRACT 19 IN SECTION 34, TOWNSHIP 50 SOUTH, RANGE 40 EAST, ACCORDING TO THE EVERGLADES SUGAR AND LAND COMPANY SUBDIVISION OF SECTION 34, TOWNSHIP 50 SOUTH, RANGE 40 EAST, AS RECORDED IN PLAT BOOK 1, PAGE 152, PUBLIC RECORDS OF DADE COUNTY, FLORIDA, INCLUDED WITHIN THE SOUTH 1/2 OF THE NORTH 1/2 OF THE SOUTHWEST 1/4/ OF THE SOUTHEAST 1/4 OF SAID SECTION 34.

TOGETHER WITH AN EASEMENT OF INGRESS AND EGRESS OVER THE SOUTH 15 FEET OF THE WEST 720.30 FEET OF TRACT 20, SECTION 34, TOWNSHIP 50 SOUTH, RANGE 40 EAST, EVERGLADES SUGAR AND LAND COMPANY SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 1, PAGE 152 OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA.

SAID LANDS SITUATE, LYING AND BEING IN BROWARD COUNTY, FLORIDA, CONTAINING 416,077.56 SQUARE FEET (9.55 ACRES) MORE OR LESS.

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EXHIBIT "B" (Page 1 OF 2) **SKETCH AND LEGAL DESCRIPTION OF WESTERN PARCEL**

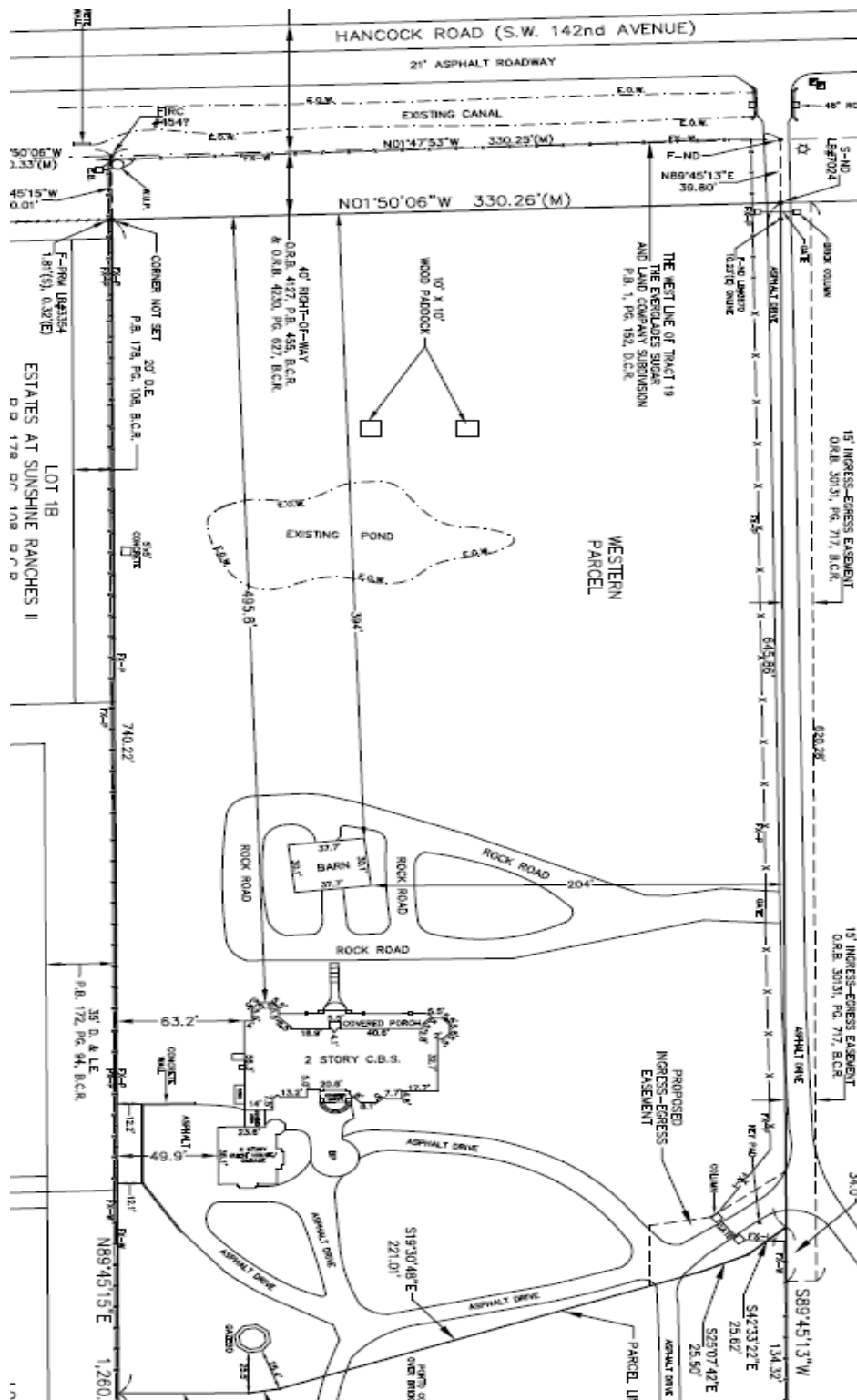


EXHIBIT "B" (Page 2 OF 2)

WESTERN PARCEL

A PORTION OF TRACT 19, EVERGLADES SUGAR AND LAND COMPANY SUBDIVISION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 1, PAGE 152, OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE SOUTHEAST ONE-QUARTER (1/4) OF SECTION 34, TOWNSHIP 50 SOUTH, RANGE 40 EAST; THENCE NORTH 01°50'06" WEST, ALONG THE WESTERLY LINE OF THE SAID SOUTHEAST ONE-QUARTER (1/4), A DISTANCE OF 660.33 FEET; THENCE NORTH 89°45'15" EAST, A DISTANCE OF 40.01 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 89°45'15" EAST, ALONG THE SOUTHERLY LINE OF THE SAID TRACT 19, A DISTANCE OF 740.22 FEET; THENCE NORTH 00°14'45" WEST, A DISTANCE OF 64.20 FEET; THENCE NORTH 09°58'28" WEST, A DISTANCE OF 15.45 FEET; THENCE NORTH 19°30'48" WEST, A DISTANCE OF 221.01 FEET; THENCE NORTH 25°07'42" WEST, A DISTANCE OF 25.50 FEET; THENCE NORTH 42°33'22" WEST, A DISTANCE OF 25.62 FEET TO A POINT ON THE NORTHERLY LINE OF THE SAID TRACT 19; THENCE SOUTH 89°45'13" WEST, ALONG THE SAID NORTHERLY LINE, A DISTANCE OF 645.86 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE FOR SOUTHWEST 142nd AVENUE, (HANCOCK ROAD), AS RECORDED IN OFFICIAL RECORDS BOOK 4127, PAGE 455, AND OFFICIAL RECORDS BOOK 4230, PAGE 627, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE SOUTH 01°50'06" EAST, ALONG THE SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 330.26 FEET TO THE POINT OF BEGINNING

SAID LANDS SITUATE, LYING AND BEING IN THE TOWN OF SOUTHWEST RANCHES, BROWARD COUNTY, FLORIDA. CONTAINING 233,932.63 SQUARE FEET (5.37 ACRES) MORE OR LESS.

[illegible]

EXHIBIT "C" (Page 2 OF 2)

EASTERN PARCEL

A PORTION OF TRACT 19, EVERGLADES SUGAR AND LAND COMPANY SUBDIVISION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 1, PAGE 152, OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE SOUTHEAST ONE-QUARTER (1/4) OF SECTION 34, TOWNSHIP 50 SOUTH, RANGE 40 EAST; THENCE NORTH 01°50'06" WEST, ALONG THE WESTERLY LINE OF THE SAID SOUTHEAST ONE-QUARTER (1/4), A DISTANCE OF 660.33 FEET; THENCE NORTH 89°45'15" EAST, A DISTANCE OF 780.23 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 89°45'15" EAST, ALONG THE SOUTHERLY LINE OF THE SAID TRACT 19, A DISTANCE OF 520.04 FEET TO THE SOUTHEAST CORNER OF THE SAID TRACT 19; THENCE NORTH 01°48'57" WEST, ALONG THE EASTERLY LINE OF THE SAID TRACT 19, A DISTANCE OF 330.27 FEET; TO THE NORTHEAST CORNER OF THE SAID TRACT 19; THENCE SOUTH 89°45'13" WEST, ALONG THE NORTHERLY LINE OF THE SAID TRACT 19, A DISTANCE OF 614.51 FEET; THENCE SOUTH 42°33'22" EAST, A DISTANCE OF 25.62 FEET; THENCE SOUTH 25°07'42" EAST, A DISTANCE OF 25.50 FEET; THENCE SOUTH 19°30'48" EAST, A DISTANCE OF 221.01 FEET; THENCE SOUTH 09°58'28" EAST, A DISTANCE OF 15.45 FEET; THENCE SOUTH 00°14'45" EAST, A DISTANCE OF 64.20 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE, LYING AND BEING IN THE TOWN OF SOUTHWEST RANCHES, BROWARD COUNTY, FLORIDA. CONTAINING 182,144.93 SQUARE FEET (4.18 ACRES) MORE OR LESS.

TOWN OF SOUTHWEST RANCHES TOWN COUNCIL AGENDA REPORT

November 10, 2016

SUBJECT: Waiver of Plat application WP-012-15

LOCATION: Generally located on the east side of SW 142nd Avenue (Hancock Road), approximately 650 feet north of Stirling Road

**OWNERS/
PETITIONERS:** Manuel & Lorraine Quintero
John & Raquel Licata

AGENT: Pillar Consultants, Inc.

**LAND USE PLAN
DESIGNATION:** Rural Ranch

ZONING: RR – Rural Ranches

PUBLIC NOTICE: Legal notice in newspaper, mail notice

EXHIBITS: Staff Report, survey, aerial photograph, notification map and mailing label list.

BACKGROUND AND ANALYSIS

The subject property ("Property") is situated on the east side of Hancock Road, immediately north of the Estates at Sunshine Ranches Plat. The Property contains 9.55 net acres and contains two single-family dwelling units on separate lots of record, measuring 8.8 acres and 0.75 acres (32,672 square feet) in area. The 0.75-acre lot was created illegally in 2005 and is 1.25 acres smaller in size than the minimum lot size requirement in the governing Rural Ranch land use category and Rural Ranches zoning district.

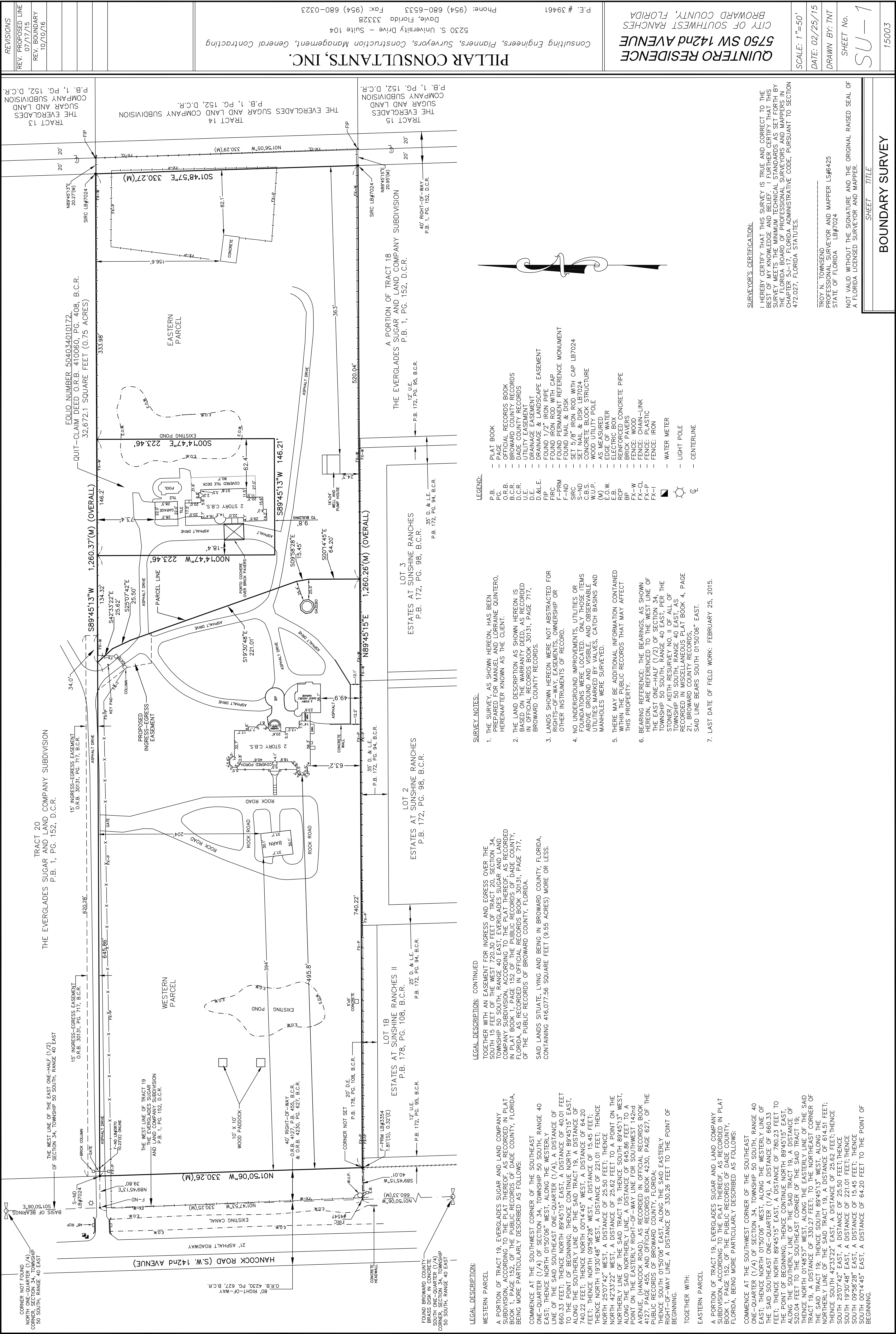
The petitioners request approval of a Waiver of Plat Application to correct the illegal subdivision. The Waiver of Plat resubdivides the Property into two lots measuring 4.18 acres and 5.37 acres, net, that are compliant with all zoning requirements. The illegal subdivision was fraught with title and conveyance deficiencies that must be corrected in order for title to be clean prior to the proposed resubdivision and conveyance. The Town Attorney's Office has worked closely with the Petitioners' real estate attorney in preparing these documents, which are not attached as exhibits to this report, but will be recorded upon approval of this application.

Access to both the existing lots and the proposed reconfiguration of the lots is from a 30-foot ingress/egress easement located along both sides of the north property line. The parcel to the north, which is also under review for a Waiver of Plat to create an additional lot, also obtains its access from this easement. The existing access configuration is permissible as a "shared driveway" that is allowed to serve up to four (4) lots, as the total number of lots proposed for both Waiver of Plat applications is four (4). However, all of the lots within the Waiver of Plat applications are large enough to be further subdivided in the future. Therefore, each of the four (4) lots within both Waiver of Plat applications is subject to a Unity of Title Agreement that prevents further subdivision without Town authorization. Future authorization to subdivide could only be granted if the shared driveway is upgraded to meet street construction standards.

Unity of Title Agreements as well as a Shared Access Roadway Maintenance Agreement have been executed by the petitioners and have been approved by the Town Attorney's Office for recordation.

RECOMMENDATION

1. The Council could choose to deny this application finding that the applicant has failed to show by competent substantial evidence that they have met the requirements of the ULDC.
2. The Council could table this item to seek additional information.
3. The Council could choose to approve this item finding that the applicant has shown by competent substantial evidence that they have met the requirements of the ULDC, with a condition such as:
 - a. The approval of application WP-012-15 shall not become effective until resolution approving the application has been recorded in the Public Records of Broward County, Florida. Approval will expire within six (6) months from date of approval unless the resolution and required attachments have been recorded.
 - b. Applicant shall pay to the Town of Southwest Ranches an amount equal to the total expenses incurred by the Town in the processing and finalizing of this application. This includes, but may not be limited to, expenses for engineering, planning, legal, advertising, five (5) percent administrative fee, and any related expenses that the Town has or will incur as a direct cost of this application.



REVISIONS REV. PROPOSED LINE 07/17/15 REV. BOUNDARY 10/19/16	P.L. # 39461 Phone: (954) 680-6533 Fax: (954) 680-0323 5230 S. University Drive - Suite 104 Dade County, Florida 33328 Consulting Engineers, Planners, Surveyors, Construction Management, General Contracting	QUINTERO RESIDENCE 5750 SW 142nd AVENUE BROWARD COUNTY, FLORIDA	SCALE: 1"=50' DATE: 02/25/15 DRAWN BY: TNT SHEET No. SU-1 15003
--	---	---	--

SURVEYOR'S CERTIFICATION:
 I HEREBY CERTIFY THAT THIS SURVEY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. I FURTHER CERTIFY THAT THIS SURVEY MEETS THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 34, F.L.A., ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.021, FLORIDA STATUTES.

TROY N. TOWNSEND
 PROFESSIONAL SURVEYOR AND MAPPER LS#6425
 STATE OF FLORIDA LB#7024

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

BOUNDARY SURVEY SHEET TITLE

- LEGEND:
 PLAT BOOK
 PAGE
 OFFICIAL RECORDS BOOK
 BROWARD COUNTY RECORDS
 DADE COUNTY RECORDS
 UTILITY EASEMENT
 DRAINAGE EASEMENT
 DRAINAGE & LANDSCAPE EASEMENT
 FOUND 1/2" IRON PIPE
 FOUND PERMANENT REFERENCE MONUMENT
 FOUND IRON ROD WITH CAP
 FOUND NAIL & DISK
 SET 5/8" IRON ROD WITH CAP LB#7024
 CONCRETE & DISK LB#7024
 WOOD UTILITY POLE
 AS MEASURED
 EDGE OF WATER
 ELECTRIC BOX
 REINFORCED CONCRETE PIPE
 BRICK PAVERS
 FENCE: WOOD
 FENCE: CHAIN-LINK
 FENCE: PLASTIC
 FENCE: IRON
 WATER METER
 LIGHT POLE
 CENTERLINE
- SURVEY NOTES:
 1. THE SURVEY, AS SHOWN HEREON, HAS BEEN PREPARED FOR MANUEL AND LORRAINE QUINTERO, HEREINAFTER KNOWN AS THE CLIENT.
 2. THE LAND DESCRIPTION AS SHOWN HEREON IS BASED ON THE WARRANTY DEED, AS RECORDED IN OFFICIAL RECORDS BOOK 30131, PAGE 717, BROWARD COUNTY RECORDS.
 3. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP OR OTHER INSTRUMENTS OF RECORD.
 4. NO UNDERGROUND IMPROVEMENTS, UTILITIES OR FOUNDATIONS WERE LOCATED. ONLY THOSE ITEMS ABOVE GROUND AND VISIBLE, AND OBSERVABLE UTILITIES MARKED BY VALVES, CATCH BASINS AND MANHOLES WERE SURVEYED.
 5. THERE MAY BE ADDITIONAL INFORMATION CONTAINED WITHIN THE PUBLIC RECORDS THAT MAY AFFECT THIS PROPERTY.
 6. BEARING REFERENCE: THE BEARINGS, AS SHOWN HEREON, ARE REFERENCED TO THE WEST LINE OF THE EAST ONE-HALF (1/2) OF SECTION 34, TOWNSHIP 50 SOUTH, RANGE 40 EAST, PER THE STONY/KEITH RESURVEY, NOTED AS ALL OF TOWNSHIP 50 SOUTH, RANGE 40 EAST, AS RECORDED IN MISCELLANEOUS PLAT BOOK 4, PAGE 21, BROWARD COUNTY RECORDS.
 SAID LINE BEARS SOUTH 01°50'06" EAST.
 7. LAST DATE OF FIELD WORK: FEBRUARY 25, 2015.

LEGAL DESCRIPTION: CONTINUED
 TOGETHER WITH AN EASEMENT FOR INGRESS AND EGRESS OVER THE SOUTH 15 FEET OF THE WEST 720.30 FEET OF TRACT 20, SECTION 34, TOWNSHIP 50 SOUTH, RANGE 40 EAST, EVERGLADES SUGAR AND LAND COMPANY SUBDIVISION, AS SHOWN THEREON, AS RECORDED IN PLAT BOOK 1, PAGE 152, OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA, AS RECORDED IN OFFICIAL RECORDS BOOK 30131, PAGE 717, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.
 SAID LANDS SITUATE, LYING AND BEING IN BROWARD COUNTY, FLORIDA, CONTAINING 416,077.56 SQUARE FEET (9.55 ACRES) MORE OR LESS.

LEGAL DESCRIPTION:
 WESTERN PARCEL
 A PORTION OF TRACT 19, EVERGLADES SUGAR AND LAND COMPANY SUBDIVISION, ACCORDING TO PLAT THEREOF, AS RECORDED IN PLAT BOOK 1, PAGE 152, OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
 COMMENCE AT THE SOUTHWEST CORNER OF THE SOUTHEAST ONE-QUARTER (1/4) OF SECTION 34, TOWNSHIP 50 SOUTH, RANGE 40 EAST; THENCE NORTH 01°50'06" WEST, ALONG THE WESTERLY LINE OF THE SAID SOUTHEAST ONE-QUARTER (1/4), A DISTANCE OF 660.33 FEET; THENCE NORTH 89°45'15" EAST, A DISTANCE OF 40.01 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 89°45'15" EAST, ALONG THE SOUTHERLY LINE OF THE SAID TRACT 19, A DISTANCE OF 740.22 FEET; THENCE NORTH 00°14'45" WEST, A DISTANCE OF 64.20 FEET; THENCE NORTH 09°58'28" WEST, A DISTANCE OF 15.45 FEET; THENCE NORTH 19°30'48" WEST, A DISTANCE OF 221.01 FEET; THENCE NORTH 25°07'42" WEST, A DISTANCE OF 25.50 FEET; THENCE NORTH 42°33'22" WEST, A DISTANCE OF 25.62 FEET TO A POINT ON THE NORTHERLY LINE OF THE SAID TRACT 19; THENCE SOUTH 89°45'13" WEST, ALONG THE SAID NORTHERLY LINE, A DISTANCE OF 645.86 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE FOR SOUTHWEST 142nd AVENUE, (HANCOCK ROAD), AS RECORDED IN OFFICIAL RECORDS BOOK 1121, RECORDS OF BROWARD COUNTY, FLORIDA, PAGE 627, OF THE PLAT RECORDS OF BROWARD COUNTY, FLORIDA.
 THENCE SOUTH 01°50'06" EAST, ALONG THE SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 330.26 FEET TO THE POINT OF BEGINNING.
 TOGETHER WITH:
 EASTERN PARCEL
 A PORTION OF TRACT 19, EVERGLADES SUGAR AND LAND COMPANY SUBDIVISION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 1, PAGE 152, OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
 COMMENCE AT THE SOUTHWEST CORNER OF THE SOUTHEAST ONE-QUARTER (1/4) OF SECTION 34, TOWNSHIP 50 SOUTH, RANGE 40 EAST; THENCE NORTH 01°50'06" WEST, ALONG THE WESTERLY LINE OF THE SAID SOUTHEAST ONE-QUARTER (1/4), A DISTANCE OF 660.33 FEET; THENCE NORTH 89°45'15" EAST, A DISTANCE OF 780.23 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 89°45'15" EAST, ALONG THE SOUTHERLY LINE OF THE SAID TRACT 19, A DISTANCE OF 520.04 FEET TO THE SOUTHEAST CORNER OF THE SAID TRACT 19; THENCE NORTH 01°48'57" WEST, ALONG THE EASTERLY LINE OF THE SAID TRACT 19, A DISTANCE OF 330.27 FEET; THENCE NORTH 42°33'22" WEST, ALONG THE NORTHEAST CORNER OF THE SAID TRACT 19, A DISTANCE OF 25.62 FEET; THENCE SOUTH 89°45'13" WEST, ALONG THE SAID NORTHERLY LINE OF THE SAID TRACT 19, A DISTANCE OF 64.51 FEET; THENCE SOUTH 42°33'22" EAST, A DISTANCE OF 25.62 FEET; THENCE SOUTH 25°07'42" EAST, A DISTANCE OF 25.50 FEET; THENCE SOUTH 19°30'48" EAST, A DISTANCE OF 221.01 FEET; THENCE SOUTH 09°58'28" EAST, A DISTANCE OF 15.45 FEET; THENCE SOUTH 00°14'45" EAST, A DISTANCE OF 64.20 FEET TO THE POINT OF BEGINNING.

WAIVER OF PLAT
APPLICATION NO. WP-012-15
5750 SW 142nd AVENUE



Graphic Scale

 = 500-feet



NAME_LINE_1	NAME_LINE_2
BRODY,JANETH	
YAHAV,ODED & JANET A	
ESPOSITO,KARIN F	
TUCHMAN,ROBERTO & LAURIE M	
LOPEZ,DAVID	LOPEZ,JENNIFER
13900 LIVING TR	AGUILERA,IVAN GABRIEL TRSTEE
AGUILERA,IVAN G & SIMONA F	
FLEURANT,GUY	
ROMERO REAL ESTATE INVSTMNT INC	
OKIDATA INVESTMENTS LTD TRST	TURKS & CAICOS ISLANDS CORP
URBIETA,GUILLERMO	
NIX,JACK VERNON	
ALVAREZ,MANUEL R & AZALEA A	
CAPRIO,JOSEPH	
NATHAN FINKEL LIV TR	AMBER FINKEL LIV TR ETAL
GOETZ,CHRISTOPHER C & VICKIE	
ALMONTE,MILADYS	
BURNS,JOE D & KIM M	
TYLER,LINDA SUE ETAL	MARK GREGORY HILL
WILLIAMS,JOHN V & ROSE A	
RAUCH,ROBERT	RAUCH,JACQUELINE
13495 STIRLING RD LLC	
JUDY HANCOCK REV TR	HANCOCK,JUDY TRSTEE
HUDSON-PHILLIPS,C S LE	HUDSON-PHILLIPS,KEVIN A ETAL
VERDI,MARTIN	REY,DEBORA
DIPASQUALE,CHRISTOPHER & TARA	
URDANETA,LUIS FELIPE H/E	URDANETA,ANA MARIA
CAMET,EDUARDO & CARLINA G	
HANCOCK,JUDY	JUDY HANCOCK REV TR
QUINTERO,MANUEL & LORRAINE	
KERR,DEBRA	
FOY,ROBERT & FRANCES	
LICATA,JOHN C RAQUEL E	
GILBREATH,DANIEL SCOTT	
GLOMB,ANDREW M	
DITZIAN,CAROLYN	
BAG	
PRO ZACH 54 LLC	
BANIHANI,AHMAD	
GONZALEZ,JUAN ISMAEL	
UNDORFER,KAREN & MAX C JR	
HOYLE,PILAR	
NATHAN FINKEL LIV TR	AMBER FINKEL TR ETAL
KHAN,REHAN & NARJIS	
BURNSTAD,SALLY	
GONZALEZ,JUAN & MAYLIN	

5601 HANCOCK LAND TR	MODEST,TEECOLA CHINESSA TRSTEE
BRODY,JANETH R	
HASSAN,SHAHIN	
YESTER,BRENDA K	
TOKARZ,BOLES LAW & JANINA	
FERNANDEZ,MICHAEL A	
NATHAN FINKEL QPRT	JACQUELINE S FINKEL QPRT
DIMATTINA,REBECCA A	REBECCA A DIMATTINA REV TR
URBIETA,GUILLERMO	
DUNN,EILEEN ANN LE	GUILLARMOD,KEITH
STEARNS,PAUL & PAT	
DIAZ,GILBERTO	
SELUB,MINNA & STEVEN E	
SFIGA ASSET HOLDINGS LLC	
IBRAHIM,ANDRIA & LUCIENNE	ANDRIA & LUCIENNE IBRAHIM REV TR
TOWN OF SOUTHWEST RANCHES	
5850 HANCOCK ROAD LLC	
LOPEZ,JAIME	LOPEZ,SYLVIA M
ENGSTROM,KIRK E H/E	ENGSTROM,MARY JO
FINKEL,NATHAN & JACQUELINE	JACQUELINE S FINKEL (QPRT) ETAL
HUSSAIN,AKHTAR	HASSAN,SHAHIN
SANON,JEAN-GARY & VALENTINE	
LUJO,RUBEN & DENISE	
ROSADO,JUAN & DAMARIS	
HALBERG,JASON & WENDI	
SOFLO LAND LLC	
DUKE,TERRELL W JR & MICHELLE	
BENCOMO,MARIO L	RODRIGUEZ,ENNIANA D
LOPES,HUMBERTO	LOPES,JEANETTE
OSHEROFF,MARC A H/E	OSHEROFF,ROBIN B
COHEN,GANY R	
SPIRES,DANIEL GREGORY & TINA	
PRESCHER,NELSON	SALOMON,DANIELLA
SUSTIEL,OFER & ZOILA MAYA	
ESTATES AT SUNSHINE RANCHES HOA	BROCK PROPERTY MGMT
LEWIN,S & NAOMI	
TOWN OF SOUTHWEST RANCHES	
ROSETE,SUSAN	
IRIBAR,MANUEL R & IDANIA	
MCGUIRE,SEAN-DAMIEN	
DURKEE,MARK & CINDY	
NIX,JACK VERNON & ROSEMARIE	
ROBERTSON,CAMILLE DEGE	CAMILLE ROBERTSON REV TR
MCGOLDRICK FARMS INC	
GARTE,JASON	
STRAUCH,AXEL	AXEL STRAUCH REV TR
CARABALLO,SILVIA	

ERIC J HOSMER FAM TR
AGUILERA,IVAN G

HOSMER,ERIC J TRSTEE
AGUILERA,SIMONA F

ADDRESS_LINE_1	CITY	STATE	ZIP
PO BOX 101494	FORT LAUDERDALE	FL	33310
14511 STIRLING ROAD	SOUTHWEST RANCHES	FL	33330
6230 HANCOCK RD	SOUTHWEST RANCHES	FL	33330
5731 SW 145 AVE	SOUTHWEST RANCHES	FL	33330
5700 HANCOCK RD	SOUTHWEST RANCHES	FL	33330
13920 STIRLING RD	SOUTHWEST RANCHES	FL	33330
13920 STIRLING RD	SOUTHWEST RANCHES	FL	33330
1 SUNSET LN	POMPANO BEACH	FL	33062
12115 NATALIES COVE RD	COOPER CITY	FL	33330
PO BOX 99 CARIBBEAN PL	*PROVIDENCE	TC	
5621 HANCOCK ROAD	SOUTHWEST RANCHES	FL	33330
4581 WESTON RD	WESTON	FL	33331
14311 STIRLING ROAD	SOUTHWEST RANCHES	FL	33330
5650 THOROUGHbred LN	SOUTHWEST RANCHES	FL	33330
5500 HANCOCK RD	SOUTHWEST RANCHES	FL	33330
5470 HANCOCK RD	SOUTHWEST RANCHES	FL	33330
5761 HANCOCK RD	SOUTHWEST RANCHES	FL	33330
5701 SW 136 AVE	SOUTHWEST RANCHES	FL	33330
6650 17TH AVENUE CT W	BRADENTON	FL	34209
6011 SW 136 AVE	SOUTHWEST RANCHES	FL	33330
13784 NW 12 CT	PEMBROKE PINES	FL	33028
135 WESTON RD #328	WESTON	FL	33326
5722 S FLAMINGO RD # 405	COOPER CITY	FL	33330
14402 STIRLING RD	SOUTHWEST RANCHES	FL	33330
14400 STIRLING RD	SOUTHWEST RANCHES	FL	33330
14345 SUNSET LANE	SOUTHWEST RANCHES	FL	33330
14201 STIRLING ROAD	SOUTHWEST RANCHES	FL	33330
14211 SUNSET LANE	SOUTHWEST RANCHES	FL	33330
5722 S FLAMINGO RD # 405	COOPER CITY	FL	33330
306 INTERNATIONAL PKWY # A	SUNRISE	FL	33325
6101 HANCOCK RD	SOUTHWEST RANCHES	FL	33330
6150 HANCOCK ROAD	SOUTHWEST RANCHES	FL	33330
5750 SW 142 AVE	SOUTHWEST RANCHES	FL	33330
6041 HANCOCK ROAD	SOUTHWEST RANCHES	FL	33330
14130 SW 56 MNR	SOUTHWEST RANCHES	FL	33330
5501 SW 136 AVE	SOUTHWEST RANCHES	FL	33330
5501 HANCOCK ROAD	SOUTHWEST RANCHES	FL	33330
989 HILLSBORO MILE	HILLSBORO BEACH	FL	33062
2121 N STATE ROAD 7	LAUDERHILL	FL	33313
5600 SW 145 AVE	SOUTHWEST RANCHES	FL	33330
5851 ESTATES DR	SOUTHWEST RANCHES	FL	33330
5281 THOROUGHbred LN	SOUTHWEST RANCHES	FL	33330
5500 HANCOCK RD	FORT LAUDERDALE	FL	33330
14420 STIRLING RD	SOUTHWEST RANCHES	FL	33330
5648 SW 142 AVE	SOUTHWEST RANCHES	FL	33330
5600 THOROUGHbred LN	SOUTHWEST RANCHES	FL	33330

5601 HANCOCK RD	SOUTHWEST RANCHES	FL	33330
5800 HANCOCK ROAD	SOUTHWEST RANCHES	FL	33330
2465 NW 7 ST	MIAMI	FL	33125
14390 STIRLING ROAD	SOUTHWEST RANCHES	FL	33330
14450 STIRLING ROAD	SOUTHWEST RANCHES	FL	33330
5830 SW 138 TER	SOUTHWEST RANCHES	FL	33330
5550 HANCOCK RD	SOUTHWEST RANCHES	FL	33330
14351 SUNSET LN	SOUTHWEST RANCHES	FL	33330
5711 HANCOCK ROAD	SOUTHWEST RANCHES	FL	33330
14490 STIRLING RD	SOUTHWEST RANCHES	FL	33330
5700 SW 136 AVE	SOUTHWEST RANCHES	FL	33330
13760 SW 52 ST	MIRAMAR	FL	33027
13700 STIRLING ROAD	SOUTHWEST RANCHES	FL	33330
13920 STIRLING RD	SOUTHWEST RANCHES	FL	33330
14120 STIRLING RD	SOUTHWEST RANCHES	FL	33330
13400 GRIFFIN RD	SOUTHWEST RANCHES	FL	33330
10238 WEST STATE ROAD 84	FORT LAUDERDALE	FL	33324
5851 HOLATEE TRL	SOUTHWEST RANCHES	FL	33330
5450 HANCOCK ROAD	SOUTHWEST RANCHES	FL	33330
5550 HANCOCK RD	SOUTHWEST RANCHES	FL	33330
5533 SW 136 AVE	SOUTHWEST RANCHES	FL	33330
6201 HANCOCK RD	SOUTHWEST RANCHES	FL	33330
5500 THOROUGHbred LANE	SOUTHWEST RANCHES	FL	33330
14010 SW 56 MNR	SOUTHWEST RANCHES	FL	33330
5751 SW 145 AVE	SOUTHWEST RANCHES	FL	33330
1575 NORTHpark DR STE 99	WESTON	FL	33326
5745 SW 130 AVE	SOUTHWEST RANCHES	FL	33330
1300 BRICKELLBAY DR #4200	MIAMI	FL	33131
13880 STIRLING RD	SOUTHWEST RANCHES	FL	33330
13600 STIRLING ROAD	SOUTHWEST RANCHES	FL	33330
13850 STIRLING RD	SOUTHWEST RANCHES	FL	33330
14300 STIRLING RD	SOUTHWEST RANCHES	FL	33330
3775 NE 209 TER	AVENTURA	FL	33180
13951 STIRLING RD	COOPER CITY	FL	33330
12444 W ATLANTIC BLVD	CORAL SPRINGS	FL	33071
3415 WASHINGTON LN	HOLLYWOOD	FL	33026
13400 GRIFFIN RD	SOUTHWEST RANCHES	FL	33330
14301 STIRLING ROAD	SOUTHWEST RANCHES	FL	33330
5551 HANCOCK ROAD	SOUTHWEST RANCHES	FL	33330
5530 THOROUGHbred LN	SOUTHWEST RANCHES	FL	33330
5701 SW 145 AVE	SOUTHWEST RANCHES	FL	33330
4581 WESTON RD 335	WESTON	FL	33331
13801 STIRLING RD	SOUTHWEST RANCHES	FL	33330
5830 SW 138 TER	SOUTHWEST RANCHES	FL	33330
13607 BELLA RANCH LN	SOUTHWEST RANCHES	FL	33330
13902 CASA MOORREYE DR	SOUTHWEST RANCHES	FL	33330
6051 SW 136 AVE	SOUTHWEST RANCHES	FL	33330

6320 HANCOCK RD
13920 STIRLING RD

SOUTHWEST RANCHES FL
SOUTHWEST RANCHES FL

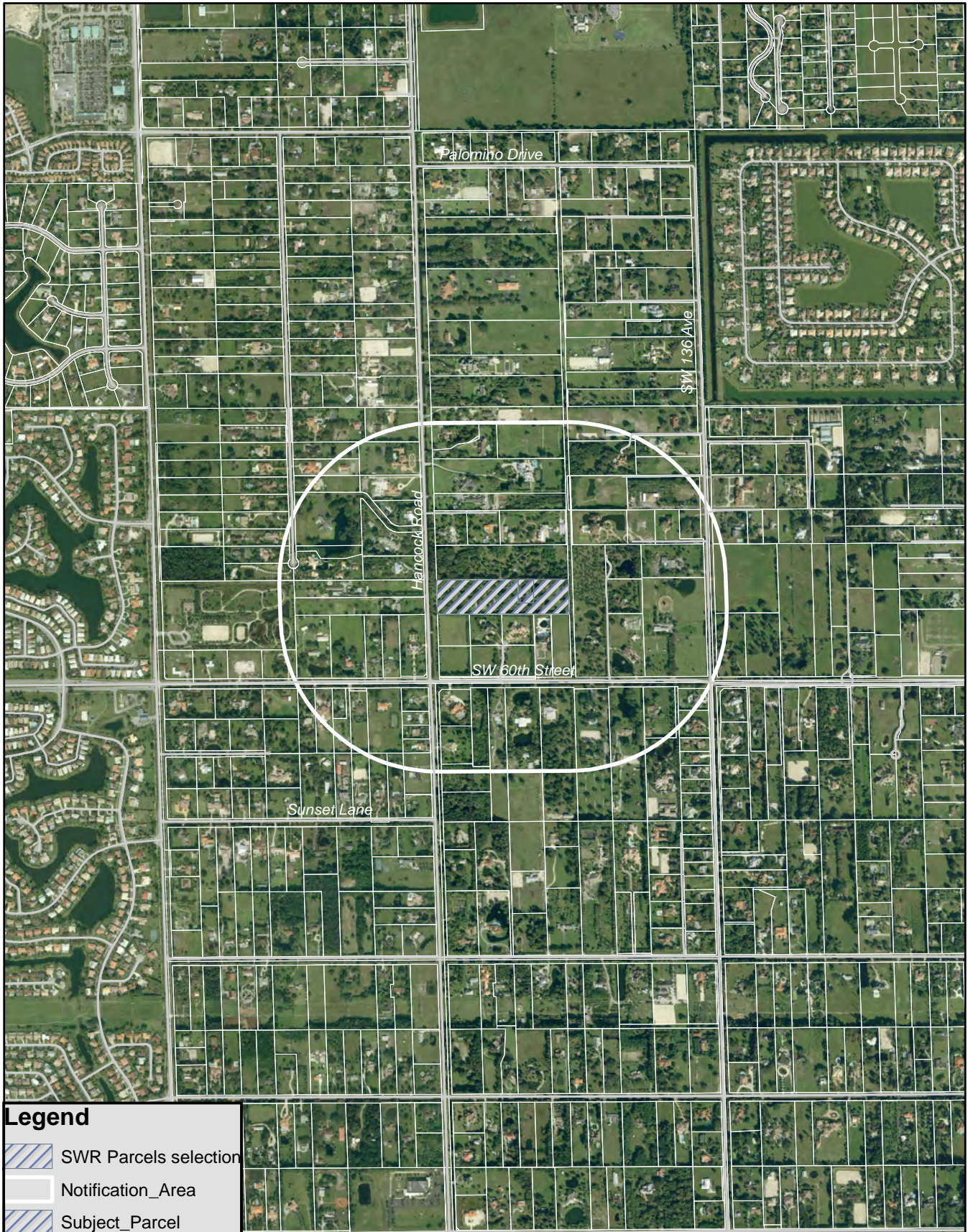
33330
33330

Town of Southwest Ranches




Waiver of Plat Application

WP-012-15

5750 SW 142nd Avenue



Legend

-  SWR Parcels selection
-  Notification_Area
-  Subject_Parcel

0 0.25 0.5 Miles

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Town of Southwest Ranches
13400 Griffin Road
Southwest Ranches, FL 33330-2628

(954) 434-0008 Town Hall
(954) 434-1490 Fax

Town Council
Jeff Nelson, Mayor
Doug McKay, Vice-Mayor
Freddy Fisikelli, Council Member
Steve Breitzkreuz, Council Member
Gary Jablonski, Council Member

Andrew D. Berns, Town Administrator
Keith M. Poliakoff, JD, Town Attorney
Russell Muniz, Assistant Town Administrator/Town Clerk
Martin D. Sherwood, CPA, CGMA, CGFO, Town Financial Administrator

COUNCIL MEMORANDUM

TO: Honorable Mayor Nelson and Town Council
VIA: Andy Berns, Town Administrator
FROM: Jeff Katims
DATE: 11/10/2016
SUBJECT: Waiver of Plat 17-16

Recommendation

Recommendation

1. The Council could deny this item finding that the applicant failed to show by competent substantial evidence it has met the requirements of the ULDC.
2. The Council could approve this item finding that the applicant has shown by competent substantial evidence it has met the requirements of the ULDC.
3. The Council could table this item to seek additional information.
4. The Council could choose to approve this item with the conditions such as those listed in the staff report.

Strategic Priorities

A. Sound Governance

Background

The application subdivides 9.2 net acres on the east side of SW 142nd Avenue into two parcels of 4.6 net acres. The subdivision complies with all area, dimensional and access requirements of the ULDC.

Fiscal Impact/Analysis

N/A

Staff Contact:

Jeff Katims, AICP, CNU-A

ATTACHMENTS:

Description	Upload Date	Type
WP-17-16 Resolution - TA Approved	11/2/2016	Resolution
Staff Report	11/2/2016	Backup Material
Mail Notice Radius Map	11/2/2016	Exhibit
Mail Notice List	11/2/2016	Exhibit
Aerial Location Map	11/2/2016	Exhibit
Survey	11/2/2016	Exhibit

RESOLUTION NO. 2017-___

A RESOLUTION AND FINAL ORDER OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING WAIVER OF PLAT APPLICATION NO. WP-17-16 TO SUBDIVIDE APPROXIMATELY 9.24 NET ACRES OF PROPERTY INTO TWO LOTS OF 4.65 ACRES (LOT A) AND 4.59 ACRES (LOT B); GENERALLY LOCATED ON THE EAST SIDE OF SW 142ND AVENUE (HANCOCK ROAD) APPROXIMATELY 990 FEET NORTH OF STIRLING ROAD, AND DESCRIBED AS TRACT 20 OF "THE EVERGLADES SUGAR & LAND CO SUBDIVISION OF SECTION 34 TOWNSHIP 50 SOUTH, RANGE 40 EAST." ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGE 152, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, SAID LAND NOW LYING AND BEING SITUATED IN THE TOWN OF SOUTHWEST RANCHES, BROWARD COUNTY, FLORIDA, LESS THE WEST 40 FEET FOR RIGHT-OF-WAY PURPOSES; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO PROPERLY TO EFFECTUATE THE INTENT OF THIS RESOLUTION; PROVIDING FOR RECORDATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 115-070 of the Town of Southwest Ranches Unified Land Development Code ("ULDC") requires Town Council approval of a Plat or Waiver of Plat application prior to the subdivision of a parcel of land into two (2) lots; and

WHEREAS, at a duly noticed public hearing held on November 10, 2016, the Town Council reviewed Waiver of Plat Application No. WP-17-16 by Petitioners David and Jennifer Lopez to subdivide 9.24 net acres located at 5700 SW 142nd Avenue (Hancock Road), Southwest Ranches ("Parent Parcel") into two separate (2) lots of 4.65 net acres (Lot A) and 4.59 net acres (Lot B) in area and 330.18 feet in width without platting; and

WHEREAS, the Parent Parcel has a Rural Ranch land use plan designation and Rural Ranches zoning, both of which require 2.0 net or 2.5 gross acres per lot; and

WHEREAS, the Rural Ranches zoning regulations require a minimum lot width of 125 feet; and

WHEREAS, access to the lots will be provided from an existing 30-foot ingress/ egress easement that also provides access to two (2) adjoining lots to the south; and

WHEREAS, the owners of the abutting properties and the Petitioners have jointly executed a Shared Roadway Maintenance Agreement for the maintenance and repair of the existing ingress/egress easement; and

WHEREAS, Subsection 090-080(C)(2) of the ULDC authorizes up to four (4) lots to obtain access to a public street from an ingress/egress easement of at least 25 feet in width; and

WHEREAS, the subdivision complies with the minimum lot size and dimensional requirements of the effective land use plan and zoning designations, has legal and sufficient access, and will not create or exacerbate any nonconformities with the development standards of the ULDC.

NOW, THEREFORE BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA:

Section 1. Recitals. That the foregoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution.

Section 2. Approval. That, at a duly noticed public hearing held on November 10, 2016, following the review of the staff report and all written and oral evidence received during the public hearing, the Town Council hereby approves Waiver of Plat Application No. WP-17-16, for the subdivision of the Parent Parcel, which is legally described and depicted in Exhibit "A" attached hereto and made a part hereof, as follows:

Lot A – consisting of 4.65 net acres and legally described and depicted in Exhibit "B" attached hereto and made a part hereof; and

Lot B - consisting of 4.69 acres and legally described and depicted in Exhibit "C" attached hereto and made a part hereof.

Lot A and Lot B shall collectively be referred to as the "Property."

Section 3. Unity of Title. As a condition of the plat waiver, Petitioners shall execute and record a Unity of Title Agreement wherein the Petitioners agree that no further subdivision of the Property shall be permitted.

Section 4. Vehicular Turnaround. As a condition of the plat waiver, Petitioners shall execute a turnaround Easement in form acceptable to the Town Attorney, which easement shall be recorded in the Public Records of Broward County, Florida. In addition, the turnaround shall be constructed and approved on final inspection by the Town prior to issuance of a building permit for a principal building on the Property.

Section 6. Cost Recovery. Petitioner shall pay to the Town of Southwest Ranches an amount equal to the total expenses incurred by the Town in the processing and finalizing of this application. This includes, but may not be limited to, expenses for engineering, planning, legal, advertising, five percent (5%) percent administrative fee, and any related expenses that the Town has or will incur as a direct cost of this application.

Section 7. Effectuation. The Mayor, Town Administrator and Town Attorney are each authorized to execute any and all documents necessary to effectuate the intent of this Resolution.

Section 8. Recordation. This Resolution shall be recorded in the Public Records of Broward County, Florida.

Section 9. Effective Date. This Resolution shall become effective upon Petitioners' satisfaction of all of the conditions of approval.

PASSED AND ADOPTED by the Town Council of the Town of Southwest Ranches, Florida, this 10th day of November, 2016 on a motion by _____ and seconded by _____.

McKay _____
Breitkreuz _____

Jablonski _____

Ayes _____
Nays _____
Absent _____
Abstaining _____

ATTEST:

Doug McKay, Mayor

Russell Muñiz, Assistant Town Administrator/Town Clerk

Approved as to Form and Correctness:

Keith Poliakoff, J.D., Town Attorney

113623402.1

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EXHIBIT "A"
LEGAL DESCRIPTION

Exhibit "A"

Legal Description

Parent Parcel

TRACT 20 OF "THE EVERGLADES SUGAR & LAND CO SUBDIVISION OF SECTION 34 TOWNSHIP 50S., RANGE 40E." ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGE 152, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, SAID LAND NOW LYING AND BEING SITUATED IN THE TOWN OF SOUTHWEST RANCHES, BROWARD COUNTY, FLORIDA, LESS THE WEST 40 FEET FOR RIGHT-OF-WAY PURPOSES

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Exhibit "B" (Page 1 of 2)

Lot "A"

A PORTION OF TRACT 20 OF "THE EVERGLADES SUGAR & LAND CO SUBDIVISION OF SECTION 34 TOWNSHIP 50S., RANGE 40E." ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGE 152, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTH LINE OF SAID TRACT 20 WITH THE EAST RIGHT-OF-WAY LINE OF HANCOCK ROAD (S.W. 142ND AVENUE) AS RECORDED IN OFFICIAL RECORDS BOOK 4127, PAGE 455 AND OFFICIAL RECORDS BOOK 4230 , PAGE 627, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE NORTH 89°43'13" EAST ON SAID NORTH LINE OF TRACT 20 FOR 654.42 FEET; THENCE SOUTH 01°49'31" EAST 290.47 FEET; THENCE SOUTH 61°30'50" WEST 31.10 FEET; THENCE SOUTH 00°16'45" EAST 25.00 FEET TO THE INTERSECTION WITH THE SOUTH LINE OF SAID TRACT 20; THENCE SOUTH 89°43'15" WEST ON SAID SOUTH LINE 625.89 FEET TO THE INTERSECTION WITH THE AFOREMENTIONED EAST RIGHT-OF-WAY LINE OF HANCOCK ROAD (S.W. 142ND AVENUE); THENCE NORTH 01°50'06" WEST ON SAID EAST RIGHT-OF-WAY LINE 330.18 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATED, LYING AND BEING IN THE TOWN OF SOUTHWEST RANCHES, BROWARD COUNTY, FLORIDA AND CONTAINING A GROSS AREA OF 215,082 SQUARE FEET (4.9376 ACRES), AND A NET AREA OF 202,538 SQUARE FEET (4.6496 ACRES), MORE OR LESS.

Exhibit "C" (Page 1 of 2)

Lot "B"

A PORTION OF TRACT 20 OF "THE EVERGLADES SUGAR & LAND CO SUBDIVISION OF SECTION 34 TOWNSHIP 50S., RANGE 40E." ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGE 152, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF SAID TRACT 20 WITH THE EAST RIGHT-OF-WAY LINE OF HANCOCK ROAD (S.W. 142ND AVENUE) AS RECORDED IN OFFICIAL RECORDS BOOK 4127, PAGE 455 AND OFFICIAL RECORDS BOOK 4230, PAGE 627, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE NORTH 89°43'13" EAST ON SAID NORTH LINE OF TRACT 20 FOR 654.42 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 89°43'13" EAST ON SAID NORTH LINE 606.04 FEET TO THE NORTHEAST CORNER OF SAID TRACT 20, SAID POINT BEING ON THE WEST RIGHT-OF-WAY LINE OF S.W. 139TH AVENUE AS RECORDED IN PLAT BOOK 1, PAGE 152, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA; THENCE SOUTH 01°48'56" EAST ON SAID WEST RIGHT-OF-WAY LINE AND THE EAST LINE OF SAID TRACT 20 FOR 330.19 FEET TO THE SOUTHEAST CORNER OF SAID TRACT 20; THENCE SOUTH 89°43'15" WEST ON THE SOUTH LINE OF SAID TRACT 20 FOR 634.47 FEET; THENCE NORTH 00°16'45" WEST 25.00 FEET; THENCE NORTH 61°30'50" EAST 31.10 FEET; THENCE NORTH 01°49'31" WEST 290.47 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATED, LYING AND BEING IN THE TOWN OF SOUTHWEST RANCHES, BROWARD COUNTY, FLORIDA AND CONTAINING A GROSS LAND AREA OF 200,934 SQUARE FEET (4.6128 ACRES), AND A NET LAND AREA OF 200,114 SQUARE FEET (4.594 ACRES) MORE OR LESS.

**TOWN OF SOUTHWEST RANCHES
TOWN COUNCIL AGENDA REPORT**

November 10, 2016

SUBJECT: Waiver of Plat Application WP-17-16

LOCATION: 5700 SW 142nd Avenue (Hancock Road); generally located on the east side of SW 142nd Avenue, north of Stirling Road.

**OWNERS/
PETITIONERS:** David and Jennifer Lopez

AGENT: Pulice Land Surveyors, Inc.

**LAND USE PLAN
DESIGNATION:** Rural Ranch

ZONING: RR – Rural Ranches

PUBLIC NOTICE: Legal notice in newspaper, mail notice

EXHIBITS: Staff Report, survey, aerial photograph, notification map, mailing label list, Lobbyist Registration and Ethics Form.

BACKGROUND AND ANALYSIS

The applicant is requesting approval of a Waiver of Plat to subdivide 9.24 net acres on the east side of SW 142nd Avenue ("Property") into two parcels of 4.65 net acres (Lot A) and 4.59 net acres (Lot B). The Property has a land use plan designation of Rural Ranch and is zoned RR, Rural Ranches, both of which allow residential development at 1 unit per 2 net acres, or 1 unit per 2.5 gross acres. The proposed subdivision will conform with the minimum lot area requirements, and will exceed the minimum lot width requirement of 125 feet by a factor of two.

A house and small accessory structures totaling less than 2,500 square feet and a small pond are situated on the back half of the Property (proposed Lot "B"). The remainder of the Property is generally unimproved. The house, its accessory structures and the pond will have a setback of 89 feet or greater from all property lines, exceeding the minimum requirements of 25 feet for side and rear setbacks and 50 feet for the front setback. Therefore, the proposed subdivision will not create nonconformities with regard to land development code requirements, including setbacks, pervious area, and lot coverage.

Both lots obtain will access to SW 142nd Avenue via a 30-foot ingress/egress easement that is shared with the property to two properties to the south. The petitioners and adjacent property owners have entered into a shared access maintenance agreement that defines the rights and responsibilities of the parties for maintaining and repairing the shared driveway. The Petitioners have also executed an additional easement at the terminus of the shared driveway to provide for a turnaround that will be constructed prior to issuance of the first building permit for a residence. No additional right-of-way is required for SW 142nd Avenue.

Shared driveways are permitted to serve up to four (4) lots. Since the driveway serves two (2) abutting lots to the south, and since lots A and B can be further subdivided in conformance with the Town's required area and dimensional requirements, any further subdivision would require additional private right-of-way and construction of a street in place of the shared driveway. To address this issue, the petitioners have executed a Unity of Title Agreement to prevent further subdivision without Town approval.

The Unity of Title Agreements, Shared Access Roadway Maintenance Agreement and Turnaround Easement have been executed by the petitioners and have been approved by the Town Attorney's Office for recordation.

Letters of no objection have been received from TECO Gas, Comcast, The City of Sunrise Utilities, and AT&T. FPL has requested a six-foot (6') utility easement along the north side of the property for the existing overhead line and poles. . The petitioner has provided the School Capacity Availability Determination (SCAD) from Broward County as part of the application. The Fire Marshall will review at the time of building permit. The Town Engineer has no objections to the request. There are no open Code Compliance cases against the property.

RECOMMENDATION

1. The Council could choose to deny this application finding that the petitioners have failed to show by competent substantial evidence that they have met the requirements of the ULDC.
2. The Council could table this item to seek additional information.
3. The Council could choose to approve this item finding that the petitioners have shown by competent substantial evidence that they have met the requirements of the ULDC, with conditions such as:
 - a. The approval of Application No. WP-017-16 shall not become effective until the resolution approving the application has been recorded in the Public Records of Broward County, Florida. Approval will expire within six (6) months from date of approval unless the resolution and required attachments have been recorded.

- b. Recordation of the following documents into the Broward County Public Records shall be recorded concurrent with the Resolution.
 - 1. Unity of Title Agreement to preclude further subdivision without Town approval.
 - 2. Shared Access Maintenance Agreement.
 - 3. Easement Deed for Turnaround.
- c. The turnaround shall be constructed prior to issuance of a building permit for a principal building on the Property.
- d. Petitioner shall pay to the Town of Southwest Ranches an amount equal to the total expenses incurred by the Town in the processing and finalizing of this application. This includes, but may not be limited to, expenses for engineering, planning, legal, advertising, and any related expenses that the Town has or will incur as a direct cost of this application.

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Mailed on November 2, 2016

PLEASE TAKE NOTICE OF A QUASI-JUDICIAL PUBLIC HEARING THAT WILL BE CONDUCTED TO CONSIDER A WAIVER OF PLAT APPLICATION THAT HAS BEEN FILED. INFORMATION IS AS FOLLOWS:

Petitioner: David and Jennifer Lopez

Location: Generally located on the east side of SW 142nd Avenue (Hancock Road), 990 feet north of Stirling Road; 5700 SW 142nd Avenue, Southwest Ranches, FL 33330

Application: WP-17-16

Request: The petitioner is seeking approval to subdivide 9.17 net acres into two parcels measuring 4.65 net acres net and 4.59 net acres.

This matter will be considered by the Town of Southwest Ranches Town Council at an advertised public hearing that will be conducted as follows:

Date: Thursday, November 10, 2016

Location of Hearing: Southwest Ranches Town Hall Council Chambers
13400 Griffin Road
Southwest Ranches, FL 33330

Time: 7:00 p.m.

Applications and backup material shall be available for inspection at the Town Clerk's office one (1) week prior to the meeting, within normal business hours. The Public may appear and be heard at the meeting, subject to proper rules of conduct. The hearing may be continued from time to time as necessary. Any written comments filed with the Town will be entered into the record. Any decision made by the Town Council may be appealed; appeal of the Town Council's decision shall be by petition for Writ of Certiorari to the circuit court pursuant to the Florida Rules of Civil Procedure, within thirty (30) days of the rendition of the Town Council's findings. Any person who decides to appeal a decision made at the public hearing is advised they will need a record of the proceedings and accordingly, may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

Persons with disabilities requiring accommodations in order to participate should contact the Town Clerk at (954) 434-0008 at least twenty-four (24) hours in advance of the public hearing to request such accommodation.

FOR THE TOWN OF SOUTHWEST RANCHES,
JEFF KATIMS, AICP, CNU-A
THE MELLGREN PLANNING GROUP
Phone: (954) 475-3070, ext. 808

Name Line 1	Name Line 2
BRODY,JANETH	
YAHAV,ODED & JANET A	
TUCHMAN,ROBERTO & LAURIE M	
13900 LIVING TR	AGUILERA,IVAN GABRIEL TRSTEE
FLEURANT,GUY	
ROMERO REAL ESTATE INVSTMNT INC	
OKIDATA INVESTMENTS LTD TRST	TURKS & CAICOS ISLANDS CORP
URBIETA,GUILLERMO	
NIX,JACK VERNON	
ALVAREZ,MANUEL R & AZALEA A	
CAPRIO,JOSEPH	
HOFFMAN,LANCE J & LINDA	
TYLER,LINDA SUE ETAL	% MARK GREGORY HILL
BENJAMIN,DWIGHT & JACQUELINE	
ALMONTE,MILADYS	
BURNS,JOE D & KIM M	
GOETZ,CHRISTOPHER C & VICKIE	
JEDAMI RANCHES LLC	
RAUCH,ROBERT	RAUCH,JACQUELINE
13495 STIRLING RD LLC	
HUDSON-PHILLIPS,C S LE	HUDSON-PHILLIPS,KEVIN A ETAL
VERDI,MARTIN	REY,DEBORA
LAING,GERALD W	
URDANETA,LUIS FELIPE H/E	URDANETA,ANA MARIA
HANCOCK,JUDY	JUDY HANCOCK REV TR
KERR,DEBRA	
FOY,ROBERT & FRANCES	
LICATA,JOHN C RAQUEL E	
GILBREATH,DANIEL SCOTT	
GLOMB,ANDREW M	
DITZIAN,CAROLYN	
BAG	
PRO ZACH 54 LLC	
STEVENS,MARK A H/E	MOCNY,TONY J
BANIHANI,AHMAD	
GONZALEZ,JUAN ISMAEL	
UNDORFER,KAREN & MAX C JR	
HOYLE,PILAR	
KHAN,REHAN & NARJIS	
GONZALEZ,JUAN & MAYLIN	
5601 HANCOCK LAND TR	MODEST,TEECOLA CHINESSA TRSTEE
BRODY,JANETH R	
HASSAN,SHAHIN	
YESTER,BRENDA K	
FERNANDEZ,MICHAEL A	
URBIETA,GUILLERMO	
DUNN,EILEEN ANN LE	GUILLARMOD,KEITH
STEARNS,PAUL & PAT	
DIAZ,GILBERTO	
SELUB,MINNA & STEVEN E	
SFIGA ASSET HOLDINGS LLC	
IBRAHIM,ANDRIA & LUCIENNE	ANDRIA & LUCIENNE IBRAHIM REV TR
5850 HANCOCK ROAD LLC	
LOPEZ,JAIME	LOPEZ,SYLVIA M
YACOOB,MOHAMED F	YACOOB,CORVETTE
ENGSTROM,KIRK E H/E	ENGSTROM,MARY JO
FINKEL,NATHAN & JACQUELINE	JACQUELINE S FINKEL (QPRT) ETAL
HUSSAIN,AKHTAR	HASSAN,SHAHIN
LUJO,RUBEN & DENISE	
ROSADO,JUAN & DAMARIS	

Address	City	State	Zip
PO BOX 101494	FORT LAUDERDALE	FL	33310
14511 STIRLING ROAD	SOUTHWEST RANCHES	FL	33330
5731 SW 145 AVE	SOUTHWEST RANCHES	FL	33330
13920 STIRLING RD	SOUTHWEST RANCHES	FL	33330
1 SUNSET LN	POMPANO BEACH	FL	33062
12115 NATALIES COVE RD	COOPER CITY	FL	33330
PO BOX 99 CARIBBEAN PL	*PROVIDENCE	TC	
5621 HANCOCK ROAD	SOUTHWEST RANCHES	FL	33330
4581 WESTON RD	WESTON	FL	33331
14311 STIRLING ROAD	SOUTHWEST RANCHES	FL	33330
5650 THOROUGHBRED LN	SOUTHWEST RANCHES	FL	33330
5431 SW 136 AVE	SOUTHWEST RANCHES	FL	33330
6650 17TH AVENUE CT W	BRADENTON	FL	34209
5421 HOLATEE TRL	SOUTHWEST RANCHES	FL	33330
5761 HANCOCK RD	SOUTHWEST RANCHES	FL	33330
5701 SW 136 AVE	SOUTHWEST RANCHES	FL	33330
5470 HANCOCK RD	SOUTHWEST RANCHES	FL	33330
5335 SW 136 AVE	SOUTHWEST RANCHES	FL	33330
13784 NW 12 CT	PEMBROKE PINES	FL	33028
135 WESTON RD #328	WESTON	FL	33326
14402 STIRLING RD	SOUTHWEST RANCHES	FL	33330
14400 STIRLING RD	SOUTHWEST RANCHES	FL	33330
5631 SW 145 AVE	SOUTHWEST RANCHES	FL	33330
14201 STIRLING ROAD	SOUTHWEST RANCHES	FL	33330
5722 S FLAMINGO RD # 405	COOPER CITY	FL	33330
6101 HANCOCK RD	SOUTHWEST RANCHES	FL	33330
6150 HANCOCK ROAD	SOUTHWEST RANCHES	FL	33330
5750 SW 142 AVE	SOUTHWEST RANCHES	FL	33330
6041 HANCOCK ROAD	SOUTHWEST RANCHES	FL	33330
14130 SW 56 MNR	SOUTHWEST RANCHES	FL	33330
5501 SW 136 AVE	SOUTHWEST RANCHES	FL	33330
5501 HANCOCK ROAD	SOUTHWEST RANCHES	FL	33330
989 HILLSBORO MILE	HILLSBORO BEACH	FL	33062
5401 HANCOCK ROAD	SOUTHWEST RANCHES	FL	33330
2121 N STATE ROAD 7	LAUDERHILL	FL	33313
5600 SW 145 AVE	SOUTHWEST RANCHES	FL	33330
5851 ESTATES DR	SOUTHWEST RANCHES	FL	33330
5281 THOROUGHBRED LN	SOUTHWEST RANCHES	FL	33330
14420 STIRLING RD	SOUTHWEST RANCHES	FL	33330
5600 THOROUGHBRED LN	SOUTHWEST RANCHES	FL	33330
5601 HANCOCK RD	SOUTHWEST RANCHES	FL	33330
5800 HANCOCK ROAD	SOUTHWEST RANCHES	FL	33330
2465 NW 7 ST	MIAMI	FL	33125
14390 STIRLING ROAD	SOUTHWEST RANCHES	FL	33330
5830 SW 138 TER	SOUTHWEST RANCHES	FL	33330
5711 HANCOCK ROAD	SOUTHWEST RANCHES	FL	33330
14490 STIRLING RD	SOUTHWEST RANCHES	FL	33330
5700 SW 136 AVE	SOUTHWEST RANCHES	FL	33330
13760 SW 52 ST	MIRAMAR	FL	33027
13700 STIRLING ROAD	SOUTHWEST RANCHES	FL	33330
13920 STIRLING RD	SOUTHWEST RANCHES	FL	33330
14120 STIRLING RD	SOUTHWEST RANCHES	FL	33330
10238 WEST STATE ROAD 84	FORT LAUDERDALE	FL	33324
5851 HOLATEE TRL	SOUTHWEST RANCHES	FL	33330
5600 SW 136 AVE	SOUTHWEST RANCHES	FL	33330
5450 HANCOCK ROAD	SOUTHWEST RANCHES	FL	33330
5550 HANCOCK RD	SOUTHWEST RANCHES	FL	33330
5533 SW 136 AVE	SOUTHWEST RANCHES	FL	33330
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14010 SW 56 MNR	SOUTHWEST RANCHES	FL	33330

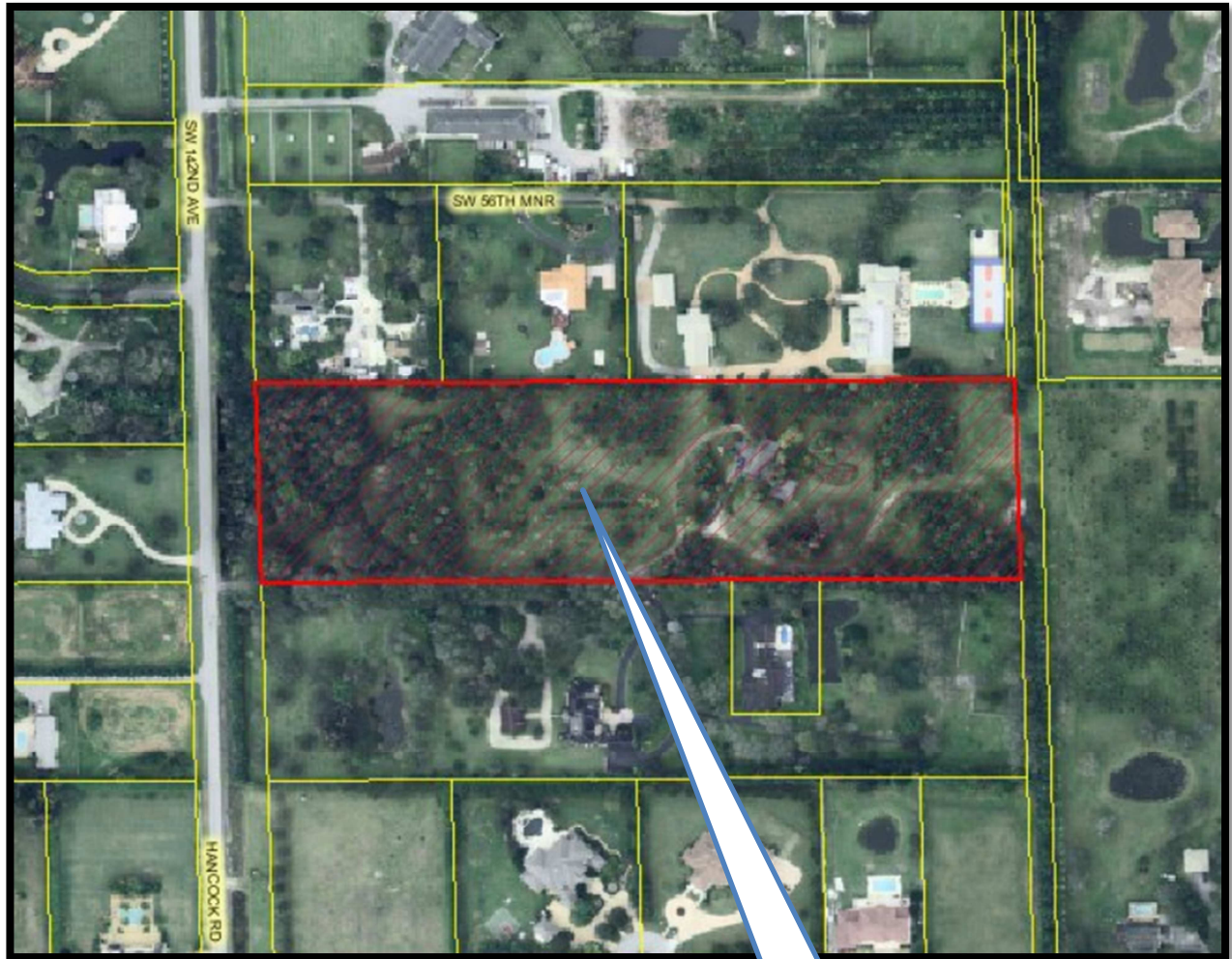
HALBERG,JASON & WENDI	
SOFLO LAND LLC	
DUKE,TERRELL W JR & MICHELLE	
BENCOMO,MARIO L	RODRIGUEZ,ENNIANA D
LOPES,HUMBERTO	LOPES,JEANETTE
COHEN,GANY R	
SPIRES,DANIEL GREGORY & TINA	
PRESCHEL,NELSON	SALOMON,DANIELLA
SUSTIEL,OFER & ZOILA MAYA	
ESTATES AT SUNSHINE RANCHES HOA	% BROCK PROPERTY MGMT
LEWIN,S & NAOMI	
ROSETE,SUSAN	
IRIBAR,MANUEL R & IDANIA	
MCGUIRE,SEAN-DAMIEN	
DURKEE,MARK & CINDY	
NIX,JACK VERNON & ROSEMARIE	
ROBERTSON,CAMILLE DEGE	CAMILLE ROBERTSON REV TR
MCGOLDRICK FARMS INC	
GARTE,JASON	
FIOCCO,DONNA LYNNE	
STRAUCH,AXEL	AXEL STRAUCH REV TR
AGUILERA,IVAN G	AGUILERA,SIMONA F
OSHEROFF,MARC A H/E	OSHEROFF,ROBIN B
WILLIAMS,JOHN V & ROSE A	
QUINTERO,MANUEL & LORRAINE	
LOPEZ,DAVID	LOPEZ,JENNIFER
CASTRO,ERIC R & BARBARA R	
BROWARD COUNTY	BOARD OF COUNTY COMMISSIONERS
BURNSTAD,SALLY	

5751 SW 145 AVE	SOUTHWEST RANCHES	FL	33330
1575 NORTHPARK DR STE 99	WESTON	FL	33326
5745 SW 130 AVE	SOUTHWEST RANCHES	FL	33330
1300 BRICKELLBAY DR #4200	MIAMI	FL	33131
13880 STIRLING RD	SOUTHWEST RANCHES	FL	33330
13850 STIRLING RD	SOUTHWEST RANCHES	FL	33330
14300 STIRLING RD	SOUTHWEST RANCHES	FL	33330
3775 NE 209 TER	AVENTURA	FL	33180
13951 STIRLING RD	COOPER CITY	FL	33330
12444 W ATLANTIC BLVD	CORAL SPRINGS	FL	33071
3415 WASHINGTON LN	HOLLYWOOD	FL	33026
14301 STIRLING ROAD	SOUTHWEST RANCHES	FL	33330
5551 HANCOCK ROAD	SOUTHWEST RANCHES	FL	33330
5530 THOROUGHBRED LN	SOUTHWEST RANCHES	FL	33330
5701 SW 145 AVE	SOUTHWEST RANCHES	FL	33330
4581 WESTON RD 335	WESTON	FL	33331
13801 STIRLING RD	SOUTHWEST RANCHES	FL	33330
5830 SW 138 TER	SOUTHWEST RANCHES	FL	33330
13607 BELLA RANCH LN	SOUTHWEST RANCHES	FL	33330
3160 HUNTER RD	WESTON	FL	33331
13902 CASA MOORREYE DR	SOUTHWEST RANCHES	FL	33330
13920 STIRLING RD	SOUTHWEST RANCHES	FL	33330
13600 STIRLING ROAD	SOUTHWEST RANCHES	FL	33330
6011 SW 136 AVE	SOUTHWEST RANCHES	FL	33330
306 INTERNATIONAL PKWY # A	SUNRISE	FL	33325
5700 HANCOCK RD	SOUTHWEST RANCHES	FL	33330
5601 THOROUGHBRED LN	SOUTHWEST RANCHES	FL	33330
115 S ANDREWS AVE RM 501-RP	FORT LAUDERDALE	FL	33301
5648 SW 142 AVE	SOUTHWEST RANCHES	FL	33330

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TOWN OF SOUTHWEST RANCHES

Plat application WP-17-16



5700 SW 142nd Ave



NORTH

DEVELOPMENT INFORMATION	
LAND USE	RESIDENTIAL
LOT A	RESIDENTIAL
LOT B	RESIDENTIAL

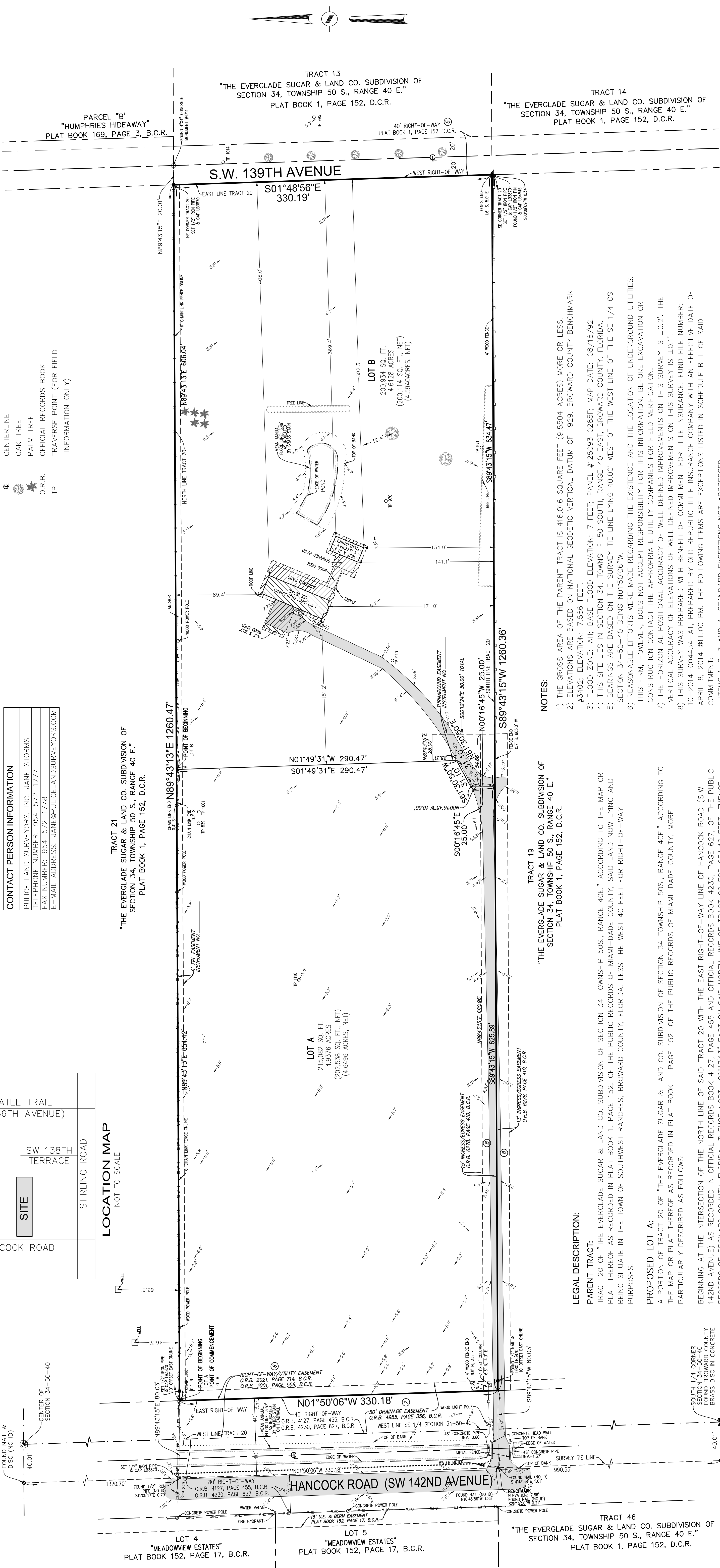
CONTACT PERSON INFORMATION	
PULICE LAND SURVEYORS, INC. JANE STORMS	
TELEPHONE NUMBER: 954-572-1777	
FAX NUMBER: 954-572-1778	
E-MAIL ADDRESS: JANE@PULICELANDSURVEYORS.COM	

TRACT 21
"THE EVERGLADE SUGAR & LAND CO. SUBDIVISION OF
SECTION 34, TOWNSHIP 50 S., RANGE 40 E."
PLAT BOOK 1, PAGE 152, D.C.R.

LOCATION MAP

NOT TO SCALE

SW 56TH MANOR	HOLATEE TRAIL (SW 136TH AVENUE)
	SW 138TH TERRACE
	SITE
HANCOCK ROAD	STIRLING ROAD



TRACT 19
"THE EVERGLADE SUGAR & LAND CO. SUBDIVISION OF
SECTION 34, TOWNSHIP 50 S., RANGE 40 E."
PLAT BOOK 1, PAGE 152, D.C.R.

LEGAL DESCRIPTION:

PARENT TRACT:

TRACT 20 OF "THE EVERGLADE SUGAR & LAND CO. SUBDIVISION OF SECTION 34 TOWNSHIP 50S., RANGE 40E." ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGE 152, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA. LESS THE WEST 40 FEET RIGHT-OF-WAY PURPOSES.

PROPOSED LOT A:

A PORTION OF TRACT 20 OF "THE EVERGLADE SUGAR & LAND CO. SUBDIVISION OF SECTION 34 TOWNSHIP 50S., RANGE 40E." ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGE 152, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTH LINE OF SAID TRACT 20 WITH THE EAST RIGHT-OF-WAY LINE OF HANCOCK ROAD (S.W. 142ND AVENUE) AS RECORDED IN OFFICIAL RECORDS BOOK 4127, PAGE 455 AND OFFICIAL RECORDS BOOK 4230, PAGE 627, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE NORTH 89°43'13" EAST ON SAID NORTH LINE OF TRACT 20 FOR 654.42 FEET; THENCE SOUTH 01°49'31" EAST, 290.47 FEET; THENCE SOUTH 61°30'50" WEST 31.10 FEET; THENCE SOUTH 00°16'45" EAST 25.00 FEET TO THE INTERSECTION WITH THE SOUTH LINE OF SAID TRACT 20; THENCE SOUTH 89°43'15" WEST ON SAID SOUTH LINE 625.89 FEET TO THE INTERSECTION WITH THE AFORMENTIONED EAST RIGHT-OF-WAY LINE OF HANCOCK ROAD (S.W. 142ND AVENUE); THENCE NORTH 01°50'06" WEST ON SAID EAST RIGHT-OF-WAY LINE 330.18 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE, LYING AND BEING IN THE TOWN OF SOUTHWEST RANCHES, BROWARD COUNTY, FLORIDA AND CONTAIN 215,082 SQUARE FEET (4.9376 ACRES), MORE OR LESS.

PROPOSED LOT B:

A PORTION OF TRACT 20 OF "THE EVERGLADE SUGAR & LAND CO. SUBDIVISION OF SECTION 34 TOWNSHIP 50S., RANGE 40E." ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGE 152, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF SAID TRACT 20 WITH THE EAST RIGHT-OF-WAY LINE OF HANCOCK ROAD (S.W. 142ND AVENUE) AS RECORDED IN OFFICIAL RECORDS BOOK 4127, PAGE 455 AND OFFICIAL RECORDS BOOK 4230, PAGE 627, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE NORTH 89°43'13" EAST ON SAID NORTH LINE OF TRACT 20 FOR 654.42 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 89°43'13" EAST ON SAID NORTH LINE 606.04 FEET TO THE NORTHEAST CORNER OF SAID TRACT 20, SAID POINT BEING ON THE WEST RIGHT-OF-WAY LINE OF S.W. 139TH AVENUE AS RECORDED IN PLAT BOOK 1, PAGE 152, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA; THENCE SOUTH 01°48'56" EAST ON SAID WEST RIGHT-OF-WAY LINE AND THE EAST LINE OF SAID TRACT 20 FOR 330.19 FEET TO THE SOUTHEAST CORNER OF SAID TRACT 20; THENCE SOUTH 89°43'15" WEST ON THE SOUTH LINE OF SAID TRACT 20 FOR 634.47 FEET; THENCE NORTH 00°16'45" WEST 25.00 FEET; THENCE NORTH 61°30'50" EAST 31.10 FEET; THENCE NORTH 01°49'31" WEST 290.47 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE, LYING AND BEING IN THE TOWN OF SOUTHWEST RANCHES, BROWARD COUNTY, FLORIDA AND CONTAIN 200,934 SQUARE FEET (4.6128 ACRES), MORE OR LESS.

NOTES:

- 1) THE GROSS AREA OF THE PARENT TRACT IS 416,016 SQUARE FEET (9.5504 ACRES) MORE OR LESS.
- 2) ELEVATIONS ARE BASED ON NATIONAL GEODETIC VERTICAL DATUM OF 1929, BROWARD COUNTY BENCHMARK #3402; ELEVATION: 7.586 FEET.
- 3) FLOOD ZONE: AH; BASE FLOOD ELEVATION: 7 FEET; PANEL #125093 0285F; MAP DATE: 08/18/92.
- 4) THIS SITE LIES IN SECTION 34, TOWNSHIP 50 SOUTH, RANGE 40 EAST, BROWARD COUNTY, FLORIDA.
- 5) BEARINGS ARE BASED ON THE SURVEY TIE LINE LYING 40.00' WEST OF THE WEST LINE OF THE SE 1/4 OS SECTION 34-50-40 BEING N01°50'06"W.
- 6) REASONABLE EFFORTS WERE MADE REGARDING THE EXISTENCE AND THE LOCATION OF UNDERGROUND UTILITIES. THIS FIRM, HOWEVER, DOES NOT ACCEPT RESPONSIBILITY FOR THIS INFORMATION. BEFORE EXCAVATION OR CONSTRUCTION CONTACT THE APPROPRIATE UTILITY COMPANIES FOR FIELD VERIFICATION.
- 7) THE HORIZONTAL POSITIONAL ACCURACY OF WELL DEFINED IMPROVEMENTS ON THIS SURVEY IS ±0.2'. THE VERTICAL ACCURACY OF ELEVATIONS OF WELL DEFINED IMPROVEMENTS ON THIS SURVEY IS ±0.1'.
- 8) THIS SURVEY WAS PREPARED WITH BENEFIT OF COMMITMENT FOR TITLE INSURANCE. FUND FILE NUMBER: 10-2014--00434-41, PREPARED BY OLD REPUBLIC TITLE INSURANCE COMPANY WITH AN EFFECTIVE DATE OF APRIL 8, 2014 @11:00 PM. THE FOLLOWING ITEMS ARE EXCEPTIONS LISTED IN SCHEDULE B-II OF SAID COMMITMENT:
 - ITEMS 1, 2, 3 AND 4: STANDARD EXCEPTIONS NOT ADDRESSED.
 - ITEM 5: ALL MATTERS IN PLAT BOOK 1, PAGE 152 AFFECT THIS SITE AS DEPICTED HEREON.
 - ITEM 6: RESERVATIONS AND RESTRICTIVE COVENANTS IN O.R.B. 2021, PAGE 714 AFFECTS THIS SITE AS DEPICTED HEREON, AMENDED IN O.R.B. 2385, PAGE 493 DOES NOT AFFECT THIS SITE. O.R.B. 2412, PAGE 29 DOES NOT AFFECT THIS SITE. O.R.B. 2709, PAGE 532 AFFECTS THIS SITE BUT IS NOT PLOTTABLE.
 - O.R.B. 3001, PAGE 556 AFFECTS THIS SITE AS DEPICTED HEREON, AND O.R.B. 9155, PAGE 545 DOES NOT AFFECT THIS SITE.
 - ITEM 7: EASEMENT IN O.R.B. 4985, PAGE 356 AFFECTS THIS SITE AS DEPICTED HEREON.
 - ITEM 8: EASEMENT IN O.R.B. 6278, PAGE 410 AFFECTS THIS SITE AS DEPICTED HEREON.

CERTIFICATION:

I HEREBY CERTIFY: THAT THIS SKETCH OF SURVEY MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES ("DOACS") CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

☐ JOHN F. PULICE, PROFESSIONAL SURVEYOR AND MAPPER LS2691
☐ BETH BURNS, PROFESSIONAL SURVEYOR AND MAPPER LS6136
STATE OF FLORIDA

- LEGEND**
- CONCRETE
 - ASPHALT PAVEMENT
 - ELEVATION
 - OVERHEAD WIRES
 - CENTERLINE
 - OAK TREE
 - PALM TREE
 - OFFICIAL RECORDS BOOK
 - TRAVERSE POINT (FOR FIELD INFORMATION ONLY)
 - TP

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Town of Southwest Ranches
13400 Griffin Road
Southwest Ranches, FL 33330-2628

(954) 434-0008 Town Hall
(954) 434-1490 Fax

Town Council
Jeff Nelson, Mayor
Doug McKay, Vice-Mayor
Freddy Fisikelli, Council Member
Steve Breitreuz, Council Member
Gary Jablonski, Council Member

Andrew D. Berns, Town Administrator
Keith M. Poliakoff, JD, Town Attorney
Russell Muniz, Assistant Town Administrator/Town Clerk
Martin D. Sherwood, CPA, CGMA, CGFO, Town Financial Administrator

COUNCIL MEMORANDUM

TO: Honorable Mayor Nelson and Town Council
VIA: Andy Berns, Town Administrator
FROM: Jeff Katims
DATE: 10/17/2016
SUBJECT: Ordinance adopting Water Supply Plan Update & Related Comp Plan Amendment

Recommendation

Approve the ordinance on first reading.

Strategic Priorities

A. Sound Governance

Background

Section 163.3177 Florida Statutes requires that all local governments and utility providers prepare an update to their adopted Ten Year Water Supply Facilities Plans to reflect changes in the applicable Water Management District Water Supply Plans every five years.

Many potable water utilities are directly affected by changes in South Florida Water Management District (SFWMD) Policy. Such changes have included new limitations on aquifer withdrawal and use of various withdrawal and effluent treatment and disposal technologies. For Southwest Ranches, which relies mostly on individual wells for water, the actions of the SFWMD have not of direct impact. However, the Town is still required by law to update its ten-year water supply facilities plan.

The attached water supply facilities plan demonstrates coordination with the cities of Sunrise and Cooper City to the extent that both supply potable water to properties within Southwest

Ranches, but clearly states that the potable water in the Town is supplied on a decentralized, individual-supply basis.

Since the SFWMD has not taken actions to curtail the use of individual wells for private residences, the Town has sufficient water to meet its needs for the next ten years and beyond.

Two policies within the Capital Improvements Element of the Town's Comprehensive Plan must be updated to properly reference the Sunrise and Cooper City water supply plan updates. References to these documents is required by law. No other comprehensive plan amendments are needed.

Fiscal Impact/Analysis

N/A

Staff Contact:

Jeff Katims, AICP, CNU-A

ATTACHMENTS:

Description	Upload Date	Type
Water Supply Facilities Plan Update - TA Approved	11/2/2016	Ordinance
Water Supply Facilities Plan Update	10/18/2016	Exhibit

ORDINANCE NO. 2017-

AN ORDINANCE OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING AN UPDATE TO THE TEN-YEAR WATER SUPPLY FACILITIES PLAN ("WSFP") AND ADOPTING AN IMPLEMENTING AMENDMENT TO THE GOALS, OBJECTIVES AND POLICIES OF THE CAPITAL IMPROVEMENTS ELEMENT OF THE TOWN OF SOUTHWEST RANCHES COMPREHENSIVE PLAN; AUTHORIZING TRANSMITTAL OF THE WSFP UPDATE AND COMPREHENSIVE PLAN AMENDMENT TO REVIEWING AGENCIES; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 163.3177, F.S. requires that every local government within the South Florida Water Management District ("SFWMD") update its local water supply facilities plan to reflect changes in the Lower East Coast Water Supply Plan ("LEC Plan"), and if appropriate, revise its adopted comprehensive plan to respond to relevant changes in the LEC Plan;

WHEREAS, the Town has prepared an update to the 2009 WSFP; and

WHEREAS, pursuant to the updated WSFP, the Town will continue to rely on individual well water supply, and does not propose any capital improvements for water supply, reuse, or conservation projects; and

WHEREAS, the updated LEC Plan water supply policies and projects do not affect the Town of Southwest Ranches continued use of individual well water supply to meet its 10-year water supply needs; and

WHEREAS, the Town Council finds that the goals, objectives and policies adopted in furtherance of the 2009 Plan continue to be relevant and appropriate for the 10-year planning period, and that needed amendments to the adopted comprehensive plan are limited to updating of references to third party utilities that serve small portions of the Town.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA:

Section 1: Recitals. That the foregoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Ordinance.

Section 2: Updated WSFP Approved. That the Town of Southwest Ranches Water Supply Facilities Plan, attached as Exhibit "A" is hereby approved.

Section 3: CIE Amendment Adopted. That the Capital Improvements Element of the Town of Southwest Ranches Comprehensive Plan is hereby amended as follows to update references to third party utilities that provide limited service within the Town:

III.I Capital Improvements Element (CIE)

* * * * *

CIE_Policy 1.1-g: The five year schedule of capital improvements shall reflect the current City of Sunrise 10-Year Water Supply Facilities Work Plan (Amendment No. 15-1ESR, January 20, 2015), and the capital projects described therein for the purposes of ensuring that adequate water supply will be provided for the limited number of properties that are or will be served by City of Sunrise.

CIE_Policy 1.1-h: The Town hereby adopts by reference the current Cooper City 10-year Water Supply Facilities Work Plan (Amendment No. 15-1ESR, December 30, 2014) as incorporated and adopted in the Infrastructure Element of its Comprehensive Plan and the capital improvement projects contained therein.

Section 4: Transmittal. That the Town Administrator or designee is hereby authorized to transmit the amendment and work plan to the applicable reviewing agencies under Section 163.3184(1)(c), F.S.

Section 5: Plan Update. That the Town Administrator or designee shall, immediately following the effective date of this Ordinance, cause the Town of Southwest Ranches Comprehensive Plan to be updated to reflect this amendment.

Section 6: Conflicts. All Ordinances or parts of Ordinances, Resolutions or parts of Resolutions in conflict herewith, be and the same are hereby repealed to the extent of such conflict.

Section 7: Severability. If any word, phrase, clause, sentence or section of this Ordinance is, for any reason, held unconstitutional or invalid, the invalidity thereof shall not affect the validity of any remaining portions of this Ordinance.

Section 8: Effective Date. This Ordinance shall take effect 31 days after the Department of Economic Opportunity notifies the Town that the plan amendment package is complete, unless timely challenged pursuant to sec. 163.3184(5), F.S., in which case the Ordinance shall take effect on the date that the Department of

Ordinance No. 2017-____

Underlined words are additions and ~~stricken~~ words are deletions.

Economic Opportunity or the Administration Commission enters a final order determining the adopted amendment to be in compliance.

PASSED ON FIRST READING this 10th day of November, 2016 on a motion made by _____ and seconded by _____.

PASSED AND ADOPTED ON SECOND READING this __ day of __, 2017, on a motion made by _____ and seconded by _____.

McKay _____
Breitkreuz _____
Fisikelli/Neunzig _____
Jablonski _____
Schroeder/Kuczenski _____

Ayes _____
Nays _____
Absent _____

Doug McKay, Mayor

ATTEST:

Russell Muñiz, Assistant Town Administrator/Town Clerk

Approved as to Form and Correctness:

Keith M. Poliakoff, J.D., Town Attorney

113631247.1

Ordinance No. 2017-____
Underlined words are additions and ~~stricken~~ words are deletions.

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TOWN OF SOUTHWEST RANCHES, FLORIDA

WATER SUPPLY FACILITIES WORK PLAN

UPDATE

Prepared For:

**Florida Department of Economic Opportunity
&
South Florida Water Management District**

Prepared By:

The Mellgren Planning Group

January, 2015

Table of Contents

1.0 INTRODUCTION.....	1
1.1 STATUTORY HISTORY	1
1.2 STATUTORY REQUIREMENTS	2
2.0 BACKGROUND INFORMATION	3
2.1 OVERVIEW.....	4
2.2 REGIONAL ISSUES.....	4
3.0 DATA AND ANALYSIS.....	6
3.1 POPULATION ANALYSIS.....	6
3.2 MAP OF CURRENT AND FUTURE AREAS SERVED.....	7
3.3 POTABLE WATER LEVEL OF SERVICE STANDARD.....	87
3.4 POPULATION AND POTABLE WATER DEMAND PROJECTIONS FOR CITY OF SUNRISE & COOPER CITY	98
3.5 WATER SUPPLY PROVIDED BY THE TOWN OF SOUTHWEST RANCHES.....	129
3.6 WATER SUPPLY PROVIDED BY THE CITY OF SUNRISE AND COOPER CITY.....	1410
3.7 CONSERVATION.....	1512
3.7.1 SPECIFIC ACTIONS, PROGRAMS, REGULATIONS, OR OPPORTUNITIES	1512
3.8 REUSE	1713
3.8.1 TOWN OF SOUTHWEST RANCHES SPECIFIC ACTIONS, PROGRAMS, REGULATIONS, OR OPPORTUNITIES	1713
4.0 CAPITAL IMPROVEMENTS.....	1714
5.0 GOALS, OBJECTIVES AND POLICIES.....	1714

1.0 INTRODUCTION

The purpose of the Town of Southwest Ranches Water Supply Facilities Work Plan (Work Plan) is to identify and plan for the water supply sources and facilities needed to serve existing and new development within the Town's jurisdiction. Chapter 163, Part II, Florida Statutes (F.S.), requires local governments to prepare, adopt or update Work Plans into their comprehensive plans within 18 months after the South Florida Water Management District ("District" or "SFWMD") approves a regional water supply plan or its update. The Lower East Coast Water Supply Plan Update was approved by the District's Governing Board in September, 2013. Therefore, the deadline for local governments within the Lower East Coast ("LEC") Region to amend their comprehensive plans to update the Work Plan is March, 2015.

Residents of the Town of Southwest Ranches obtain their water from domestic self-supply and recreational/landscape self-supply systems (i.e., individually owned, private well systems). The Town does not own or operate any potable water distribution or supply facilities. There are two potable water distribution systems, owned and operated by adjacent municipalities, located within the Town. Each resident in the Town served by a centralized water system is a retail customer of the entity which owns and operates the system. At the eastern edge of the Town, Cooper City provides centralized potable water service to a limited number of properties, and will not extend its system to serve any additional properties. In the middle of the Town, the City of Sunrise provides potable water service to some properties.

This Work Plan ensures consistency with state guidelines and ensures adequate water supply for existing and new development by supporting various SFWMD, Broward County and local initiatives in the Town's Comprehensive Plan, identified and referenced in Section 3.0 Data and Analysis, and Section 5.0 Goals, Objectives and Policies.

The Work Plan is divided into five sections:

Section 1 – Introduction

Section 2 – Background Information

Section 3 – Data and Analysis

Section 4 – Work Plan Projects/Capital Improvement Element/Schedule

Section 5 – Goals, Objectives, and Policies

1.1 STATUTORY HISTORY

The Florida Legislature enacted bills in the 2002, 2004, 2005, and 2011 sessions to address the state's water supply needs. These bills, in particular Senate Bills 360 and 444 (2005 legislative session), significantly changed Chapters 163 and 373, F.S. by strengthening the statutory links between the regional water supply plans prepared by the water management districts and the

comprehensive plans prepared by local governments. In addition, these bills established the basis for improving coordination between local land use planning and water supply planning.

1.2 STATUTORY REQUIREMENTS

The Town of Southwest Ranches has considered the following statutory provisions when updating the Water Supply Facilities Work Plan (Work Plan):

1. Coordinate appropriate aspects of its comprehensive plan with the Lower East Coast Regional Water Supply Plan [163.3177(4) (a), F.S.]. *The Town's Comprehensive Plan ensures a meaningful process for collaborative planning and intergovernmental coordination, on a continuing and ongoing basis on water supply issues between the Town, the South Florida Water Management District, Broward County and the local governments that provide service to the Town.*
2. Ensure the future land use plan is based upon availability of adequate water supplies and public facilities and services [s.163.3177 (6) (a), F.S.]. Data and analysis demonstrating that adequate water supplies and associated public facilities will be available to meet projected growth demands must accompany all proposed Future Land Use Map amendments submitted for review. *The Town does not own or operate any potable water distribution or supply facilities and is entirely dependent on domestic self-supply. The Town's Future Land Use Element of the Comprehensive Plan ensures the adequacy of the Town's self-supply by limiting more than 95% of the Town's land area to single family estates on lots of between one and two acres, conservation land, passive open space, and agriculture consisting of livestock farms, equestrian farms and plant nurseries. There are two potable water distribution systems, owned and operated by adjacent municipalities. Those public facilities owned and operated by Cooper City and the City of Sunrise will be available to meet optional residential demand, if deemed desirable by Town residents.*
3. Ensure that adequate water supplies and potable water facilities are available to serve new development no later than the issuance by the local government of a certificate of occupancy or its functional equivalent and consult with the applicable water supplier to determine whether adequate water supplies will be available to serve the development by the anticipated issuance date of the certificate of occupancy [s.163.3180 (2), F.S.]. *The adopted comprehensive plan and land development regulations require a determination of adequate potable water supply no later than issuance of a building permit.*
4. Revise the Five-Year Schedule of Capital Improvements to include water supply, reuse, and conservation projects and programs to be implemented during the five-year period [s. 163.3177(3)(a)4, F.S.]. *The Town does not own or operate any potable water distribution or supply facilities and therefore revisions to the five-year schedule of capital improvements to support water supply, reuse and conservation projects are not applicable.*

5. Revise the Comprehensive Plan to assess projected water needs and sources, considering the Lower East Coast Water Supply Plan, as well as applicable consumptive use permit(s) [s.163.3177 (6) (d), F.S.]. The plan should address the water supply sources necessary to meet and achieve the existing and projected water use demand for the established planning period, considering the applicable regional water supply plan [s.163.3167(9), F.S.]. *The Town, as a matter of policy, coordinates with providers operating potable water service and ensures water needs are met through adequate supply. The Town addresses the water Lower East Coast Regional Water Supply Plan and continually assesses potable water wells' environmental impacts with coordination to all applicable governments, particularly Broward County. ~~Assessing projected~~ The Town's Comprehensive Plan's Utility Element provides on-going assessment, coordination and assistance to Town residents in meeting existing and future potable water supply and wastewater treatment needs, and discourages urban sprawl.* This revision is not applicable as domestic self-supply is the water supply source used to meet existing and projected water use demand in the Town.
6. To the extent necessary to maintain internal consistency after addressing the above requirements, revise the Intergovernmental Coordination Element to ensure coordination of the comprehensive plan with the Lower East Coast Regional Water Supply Plan [s.163.3177 (6) (h) 1., F.S.]. *The Town's Intergovernmental Coordination Element ensures coordination of the Comprehensive Plan and the Lower East Coast Regional Water Supply Plan as well as ongoing and continuous communication between the Town, the South Florida Water Management District, Broward County and the local governments that provide service to the Town.*
7. While an Evaluation and Appraisal Report is not required, local governments are encouraged to comprehensively evaluate, and as necessary, update comprehensive plans to reflect changes in local conditions. The evaluation could address the extent to which the local government has implemented the need to update their Work Plan, including the development of alternative water supplies, and determine whether the identified alternative water supply projects, traditional water supply projects, and conservation and reuse programs are meeting local water use demands [s.163.3191 (3), F.S.]. *The Town of Southwest Ranches continually evaluates and appraises issues on an ongoing basis through the Comprehensive Plan Advisory Committee, ensuring the Town's rural lifestyle and preventing future encroachment of development.*

2.0 BACKGROUND INFORMATION

The Town of Southwest Ranches is located in southwest Broward County, Florida. It is a semi-rural agricultural and equestrian community incorporated to prevent development encroachment and preserve a rural lifestyle. Development within Southwest Ranches consists

of single-family detached residences on large lots (predominantly two acres and larger), one shopping center and several community facility land uses (mostly places of worship). The Town encompasses a land area of approximately 13 square miles and has a population of 7,616 (2014).¹ Only two small portions of the Town are currently served by a centralized potable water system. The Town generally opposes any further expansion of these utilities, as a matter of policy. The Town's population is projected to increase by approximately 15.5 percent between 2015 and 2040, from 7,616 to approximately 8,797. All of this growth will be accommodated by the remaining vacant land designated for single family estates. There are no areas of the Town designated for attached housing of any kind, or single-family detached housing on lots smaller than one full acre. Additionally, the few isolated areas of the Town designated for nonresidential and nonagricultural use, include the former 30-acre prison site, Master's Academy and West Broward Church, will require water service expansion

Table 1: Town of Southwest Ranches Current and Projected Population.

YEAR	2015	2020	2025	2030	2035	2040
POPULATION	7,616	7,438	8,844	8,821	8,807	8,797

Source: Broward County Planning Services Division, 2014.

2.1 OVERVIEW

"The Vision of the Town of Southwest Ranches is to enhance and preserve the unique rural character of its community. The Town shall promote, maintain and protect its agricultural, residential and equestrian lifestyles, sensitive to the natural environment."

On May 22, 2000, the Governor of Florida approved HB 177 and officially incorporated approximately Thirteen (13) square miles of unincorporated rural areas into the Town of Southwest Ranches. The primary reason the Town's residents voted for incorporation is clearly stated in the Town's Charter, Section 1.01 of Article 1 which reads:

"In order to preserve, protect and enhance the quality of life and residential character of the Southwest Ranches (The Town) is hereby created pursuant to the Constitution of the State of Florida."

2.2 REGIONAL ISSUES

A number of factors distinguish the South Florida Water Management District's



Figure 1. Map of the LEC Planning Area showing the counties within the planning area and its location relative to other planning areas within SFWMD boundaries.

¹ Broward County Planning Services Division, 2014

Lower East Coast (LEC) Planning Area from others regions of the state, including population, spatial extent of natural systems, availability of fresh water, and an extensive network of canals and related water works. The LEC Planning Area boundary encompasses three of the state's five most populous counties. Extensive natural systems such as Lake Okeechobee, the Everglades, Florida and Biscayne bays, are found in the LEC Planning Area. It includes two national parks and four national wildlife refuges. The area typically receives abundant fresh water seasonally, with volumes exceeding human and natural system needs. Water availability also varies annually, including periodic drought. The regional water management system, the Central and Southern Florida Project for Flood Control and Other Purposes (C&SF Project), is largely located in the LEC Planning Area. The C&SF Project plays a critical role in capturing wet season storm water and moving water between natural systems as well as delivering water to agricultural areas and the urbanized coastal communities. The Town of Southwest Ranches is located in LEC Planning Area.

According to the SFWMD, the 2013 LEC plan's twenty-year population and Public Water Supply (PWS) demand forecast are lower than the two previous plans' projections. Projections indicate the planning area's population will increase over 18 percent, from approximately 5.6 million residents in 2010 to slightly more than 6.6 million by 2030. In contrast, the 2005–2006 LEC Plan Update projected the planning area's population to increase over 31 percent, to 7.3 million by 2025. The Lower East Coast (LEC) Planning Area covers 6,100 square miles, including Palm Beach, Broward, and Miami-Dade counties, most of Monroe County, and eastern Hendry and Collier counties.

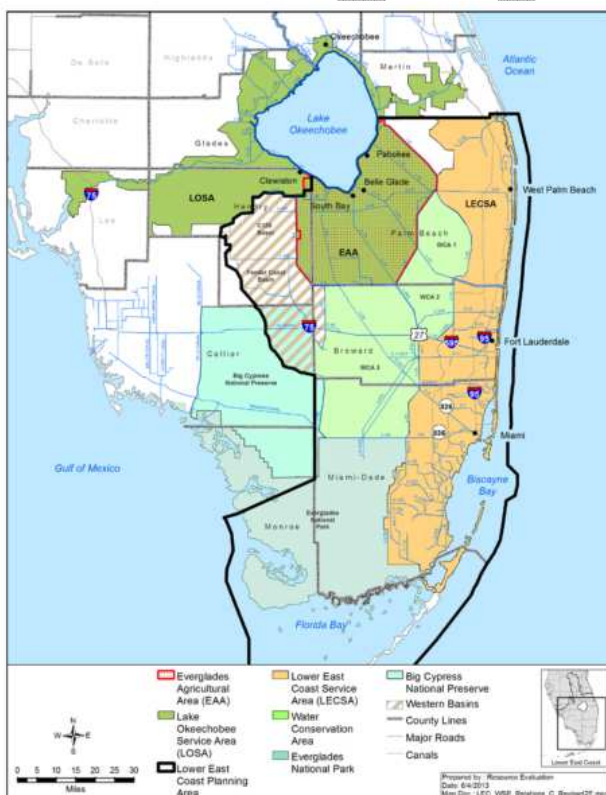


Figure 2. Location of LOSA, EAA, and LECSA in relation to the LEC Planning Area boundaries.

Total water demand is projected to increase by 12 percent to 1,933 million gallons per day (MGD) by 2030. Public Water Supply remains the LEC Planning Area's single largest water use category in 2030, representing 52 percent of the planning area's total water demand. It is followed by agriculture at 34 percent. The remaining four categories, domestic (residential) self-supply recreation and landscaping, industrial, and power generation, account for the remaining 14 percent. All or most of this demand will be supplied from alternate water sources. Alternate water sources include brackish water from the Floridan Aquifer, reclaimed water, excess storm water during the rainy season, or saltwater from the ocean. Traditional water sources include fresh groundwater from the Surficial Aquifer System (SAS) and the Biscayne Aquifer, and surface

water, primarily from the Everglades and Lake Okeechobee.

The LEC planning area traditionally has relied on fresh groundwater from the surficial aquifer system and surface water from Lake Okeechobee as primary water sources for urban, agricultural, and industrial uses. The Everglades provides groundwater and surface water recharge to the urban coastal communities, contributing to the water supply throughout most of this region. In 2010, fresh groundwater accounted for 94 percent of potable water produced by PWS utilities. The surficial aquifer system, including the Biscayne aquifer, provides more than 1 billion gallons a day for utilities, as well as agricultural production, landscape irrigation, and other uses. Since the last plan update, the SFWMD placed additional limitations on allocations from freshwater sources in the region to protect the region's natural resources. As a result, use of alternative water sources has expanded.

The Town of Southwest Ranches is cognizant of the regional water supply issues and their potential impact to the Town. These issues are:

1. Increased withdrawals from both the Surficial Aquifer System and surface water from Lake Okeechobee are limited.
2. Conservation continues to be relied upon to reduce per capita use and as a means to potentially delay or perhaps avoid adding capacity.
3. Use of reclaimed water continues to be an important alternative source in the region and helps meet requirements of the 2008 Leah G. Schad Ocean Outfall Program.

At this time, these issues are not expected to have any significant impacts to the Town or its residents. The Town's water supply is self-supplied and its water conservation programs are described in Section

3.0 DATA AND ANALYSIS

The intent of the data and analysis section of the Work Plan is to describe information the Town of Southwest Ranches needs to provide to state planning and regulatory agencies as part of their proposed comprehensive plan amendments, particularly those changing the Future Land Use Map (FLUM) to increase density and intensity.

3.1 POPULATION ANALYSIS

The Town of Southwest Ranches is located in southwest Broward County, Florida. It is a semi-rural agricultural and equestrian community. The area is primarily residential, with most lots

consisting of 1 acre (0.40 ha) or more. There are some small farms and equestrian ranches. The Town has laws that keep homes from being built on lots of less than 1 acre (0.40 ha) and prevents streetlights and sidewalks from being constructed. To support its rural-equestrian lifestyle, the Town has developed miles of multi-use trails. People are often seen riding horses or bicycles or walking the trails that spread throughout the Town. Since incorporation, the town has also acquired seven open-space parks.

Residents of the Town of Southwest Ranches obtain their water from private well systems for domestic self-supply in nearly all developed areas of the Town. New development in the Town is encouraged to develop and rely upon domestic water supply systems as opposed to seeking further expansion of centralized water service, which is discouraged by the Town's Comprehensive Plan. This decision, however, will be ultimately driven by customer/residents' discretion, as centralized potable water is not required due to the very-low residential density and agricultural character and Future Land Use Map restrictions. Further expansion, if any, can be anticipated in the Sunrise water service area as Cooper City has adopted an ordinance prohibiting further expansion of its utility outside of its city service area.

3.2 MAP OF CURRENT AND FUTURE AREAS SERVED

The map below depicts the existing service area for the City of Sunrise Water Utilities. In the middle portion of the Town, the City of Sunrise provides very limited centralized water service. Each resident in the Town served by a centralized water system is a retail customer of the entity which owns and operates that system. All other areas of the Town have domestic water self-supply (i.e., individually owned private well system).

Due to the minimal water utility support from Cooper City, no maps of current and/or future areas serviced are provided. It is estimated that twenty residents and a few non-residential properties in the Town of Southwest Ranches are serviced by Cooper City Utilities. Also of note, Cooper City adopted a policy to prohibit facility expansions outside of its limits.

Source: City of Sunrise Service Boundary Map, 2014

3.3 POTABLE WATER LEVEL OF SERVICE STANDARD

Although the Town of Southwest Ranches does not own or operate its own potable water facilities, as a local government in Florida, it is required to meet all statutory requirements pertaining to the creation of a water supply facilities work plan. As such, included here is an inventory and analysis of the centralized potable water systems located within the Town.

At this time, the water supply for both Sunrise and Cooper City is entirely supported by a “traditional” source of drinking water, that is, the Biscayne Aquifer. The Biscayne Aquifer is one of the most productive aquifers in the world and is the primary source of freshwater for residents of Broward County, Miami-Dade County, and southeastern Palm Beach County. Hydrological modeling indicates that the Biscayne Aquifer gets two-thirds of its water from rainfall infiltration and the remaining third from lateral seepage of the Florida Everglades.

Level of Service Standards

The City of Sunrise Level of Service is 127 gallons per day per capita (gpd) for all uses. Existing distribution system capacity is adequate to serve 2030 demands.

Cooper City’s Level of Service is 96 gallons per day per capita (gpd) for residential uses; resulting in 5% water savings from water conservation practices adopted the City. This reduced rate of water consumption is expected to level-off and continue at current demand levels for the planning period. The non-residential level of service standards are 0.08 gallons per day per square foot for office buildings and 0.15 gallons per day per square foot for commercial businesses. Based on the Cooper City’s revised level of service standards, the 2030 potable water demand is projected at 3.26 mgd average day (4.13 mgd average day raw water demand) and 4.86 mgd maximum day finished water demand (6.2 mgd maximum day raw water demand). The water treatment plant production capacity is 7 mgd and is adequate to serve anticipated 2030 needs. Existing distribution system capacity is adequate to serve 2030 demands.

The Town shall maintain the Water Supply Facilities Work Plan for at least a 10 year planning period addressing the water supply facilities necessary to serve existing and future development within the Town.

Consumptive Use Permitting

Land owners seeking to develop land, must apply for withdrawals through the SFWMD. The issuance of Consumptive Use Permits, which allows for groundwater withdrawals, applicants must meet the criteria of a “three-prong test.”

This test requires:

1. Reasonable and beneficial use of the resource;
2. Consistency with public interest, including compliance with minimum flows and levels

(MLFs) established for surface water and groundwater sources; and

3. Demonstration of no adverse impact to existing legal users (Chapter 373, F.S.).

3.4 POPULATION AND POTABLE WATER DEMAND PROJECTIONS FOR CITY OF SUNRISE & COOPER CITY

In order to assess whether there will be sufficient potable water to serve the residents on the Town of Southwest Ranches who are, or will be connected to a centralized water service, the current and projected potable water needs of the Town must be analyzed with the needs of all water users in the City of Sunrise; and then again with the needs of all water users in Cooper City. This is because Sunrise and Cooper City each serve other areas in addition to the Town of Southwest Ranches.

The population estimates and projections and the potable water demand projections are presented below for both the City of Sunrise and Cooper City. The projections are through the year 2030. The population projections are consistent with the other elements of the Town's Comprehensive Plan. The water demands are for finished water. Population estimates included in the LEC Water Supply Plan used the Broward County TAZ 2014 data while the population projections presented in Sunrise and Cooper City Water Supply Plans were based on the published Broward County Population Forecasting Model 2014. Both sets were included, compared and provide a range of 0% to 2%.

City of Sunrise

<u>CITY OF SUNRISE SERVICE AREA POPULATION PROJECTION INCLUDING THE TOWN OF SOUTHWEST RANCHES</u>						
<u>YEAR</u>	<u>2014</u>	<u>2015</u>	<u>2020</u>	<u>2025</u>	<u>2030</u>	<u>SERVICE AREA</u>
<u>Weston</u>	<u>65,800</u>	<u>65,900</u>	<u>65,100</u>	<u>64,300</u>	<u>63,700</u>	<u>Existing</u>
<u>Davie</u>	<u>57,400</u>	<u>57,500</u>	<u>59,500</u>	<u>60,100</u>	<u>59,800</u>	<u>Existing</u>
<u>Sunrise</u>	<u>86,200</u>	<u>86,600</u>	<u>90,100</u>	<u>93,500</u>	<u>93,900</u>	<u>Existing</u>
<u>SW Ranches</u>	<u>4,100</u>	<u>4,200</u>	<u>4,600</u>	<u>4,800</u>	<u>4,800</u>	<u>Existing</u>
<u>SW Ranches</u>	<u>0</u>	<u>0</u>	<u>1,900</u>	<u>4,000</u>	<u>6,000</u>	<u>Future *</u>
<u>Total</u>	<u>213,500</u>	<u>214,200</u>	<u>221,200</u>	<u>226,700</u>	<u>228,200</u>	

Source: City of Sunrise Water Supply Plan Update, 2015

* The Potential Future Service Area in SW Ranches is derived from Broward County Population forecasting Model 2014 TAZ data and populations were applied to the Sunrise Utilities Service Area in 1/3 increments starting in 2009.

<u>LEC WSP POPULATION PROJECTION FOR SUNRISE UTILITY WATER SERVICE AREA INCLUDING THE TOWN OF SOUTHWEST RANCHES*</u>		
<u>2010</u>	<u>2020</u>	<u>2030</u>

<u>211,403</u>	<u>221,570</u>	<u>231,736</u>
--------------------------------	--------------------------------	--------------------------------

Source: [Lower East Coast Water Supply Plan Update, 2013](#)

* [Population estimates included in the LECWSP used in Broward County TAZ 2014 data while the population projections presented in the City of Sunrise 2015 Water Supply Plan.](#)

<u>ANNUAL AVERAGE DAY DEMAND PROJECTIONS FOR SUNRISE UTILITY WATER SERVICE AREA INCLUDING THE TOWN OF SOUTHWEST RANCHES</u>					
	<u>2014</u>	<u>2015</u>	<u>2020</u>	<u>2025</u>	<u>2030</u>
Population Projections	<u>213,500</u>	<u>214,200</u>	<u>221,200</u>	<u>226,700</u>	<u>228,200</u>
Gallons per Capita per Day	<u>116</u>	<u>116</u>	<u>116</u>	<u>116</u>	<u>116</u>
Demand Projections (gpd)	<u>24,766,000</u>	<u>24,847,200</u>	<u>25,659,200</u>	<u>26,297,200</u>	<u>26,471,200</u>

Source: [City of Sunrise Water Utility Service Area including the Town of Southwest Ranches for years 2014, 2015, 2020, 2025, and 2030.](#)

<u>POPULATION AND FINISHED WATER DEMAND FOR THE SUNRISE SERVICE AREA INCLUDING THE TOWN OF SOUTHWEST RANCHES, 2010 - 2030</u>			
	EXISTING	PROJECTED	
	2010	2020	2030
Population	211,403	221,570	231,736
Per Capita Consumption	116	116	116
Potable Water Demands	24.52	25.70	26.88

Source: [Lower East Coast Water Supply Plan Update, 2013](#)

<u>SFWMD WATER USE PERMITTED (06-00120-W) ALLOCATION (MGD) FOR THE SUNRISE SERVICE AREA INCLUDING THE TOWN OF SOUTHWEST RANCHES, 2010 - 2030</u>			
	EXISTING	PROJECTED	
	2010	2020	2030
Potable Water Source			
Fresh Water	31.39	29.09	29.09
Brackish Water	4.76	10.98	10.98
Total Allocation	36.15	40.07	40.07

Source: [Lower East Coast Water Supply Plan Update, 2013](#)

<u>POTABLE WATER TREATMENT CAPACITY FOR THE SUNRISE SERVICE AREA INCLUDING THE TOWN OF SOUTHWEST RANCHES, 2012 - 2030</u>			
FDEP Permitted Capacity	Cumulative Facility & Project Capacity (MGD)		
	EXISTING	PROJECTED	
	2012	2020	2030

Fresh Water	50.00	50.00	50.00
Brackish Water	0.00	1.50	1.50
Planned Project Capacity (Brackish)	0.00	0.00	0.00
Total Capacity	50.00	51.50	51.50
NONPOTABLE WATER TREATMENT CAPACITY			
Reclaimed Water	0.80	2.80	4.80

Source: [Lower East Coast Water Supply Plan Update, 2013](#)

PROJECT SUMMARY <u>FOR THE SUNRISE SERVICE AREA</u>					
Water Supply Projects	Source	Completion Date	Total Capital Cost (\$ Million)	Projected Cumulative Design Capacity (MGD)	
				2020	2030
Nonpotable Water					
Irrigation Reuse at the Sawgrass WWTP	Reclaimed Water	2018	Information not available	2.00	4.00
Total			\$0.00	2.00	4.00

Source: Lower East Coast Water Supply Plan Update, 2013

a. The City of Sunrise estimates 10,000 housing units are currently vacant. If these units become occupied at a rate that is higher than medium Bureau of Economic and Business Research growth rates, then demand could increase above projections.

Per Capita Usage

[Based on the findings from the City of Sunrise, the total water metered to customers, and the estimated historical population of the treated water, the per capita usage computed for the past five years \(2009 – 2013\) was 109 gallons per capita per day \(gpcd\). This per capita usage rate is within 6% of the SFWMD data, which shows a treated water pre capita rate of 116 gpcd for the City of Sunrise utility Service Area.](#)

Cooper City

<u>COOPER CITY SERVICE AREA POPULATION PROJECTION INCLUDING THE TOWN OF SOUTHWEST RANCHES</u>						
	<u>2014</u>	<u>2015</u>	<u>2020</u>	<u>2025</u>	<u>2030</u>	<u>SERVICE AREA</u>
<u>COOPER CITY</u>	<u>32,761</u>	<u>33,255</u>	<u>33,470</u>	<u>33,685</u>	<u>33,899</u>	<u>Existing</u>
<u>SW RANCHES</u>	<u>68</u>	<u>68</u>	<u>68</u>	<u>68</u>	<u>68</u>	<u>Existing</u>
<u>TOTAL</u>	<u>32,829</u>	<u>33,323</u>	<u>33,538</u>	<u>33,753</u>	<u>33,967</u>	<u>Existing</u>

Source: [Cooper City 2015 Water Supply Plan](#)

<u>LEC WSP POPULATION PROJECTION FOR COOPER CITY UTILITY WATER SERVICE AREA</u>

<u>INCLUDING THE TOWN OF SOUTHWEST RANCHES*</u>		
<u>2010</u>	<u>2020</u>	<u>2030</u>
<u>28,543</u>	<u>33,335</u>	<u>33,585</u>

Source: [Lower East Coast Water Supply Plan Update, 2013](#)

<u>ANNUAL AVERAGE DAY DEMAND PROJECTIONS FOR COOPER CITY UTILITY WATER SERVICE AREA INCLUDING THE TOWN OF SOUTHWEST RANCHES</u>					
	<u>2014</u>	<u>2015</u>	<u>2020</u>	<u>2025</u>	<u>2030</u>
<u>Population Projections</u>	<u>32,829</u>	<u>33,323</u>	<u>33,538</u>	<u>33,753</u>	<u>33,967</u>
<u>Gallons per Capita per Day</u>	<u>96</u>	<u>96</u>	<u>96</u>	<u>96</u>	<u>96</u>
<u>Demand Projections (mgd)</u>	<u>4.73</u>	<u>4.80</u>	<u>4.83</u>	<u>4.86</u>	<u>4.89</u>

Source: [Cooper City Water Utility Service Area including the Town of Southwest Ranches for years 2014, 2015, 2020, 2025, and 2030.](#)

<u>POPULATION AND FINISHED WATER DEMAND FOR THE SUNRISE SERVICE AREA INCLUDING THE TOWN OF SOUTHWEST RANCHES</u>			
	EXISTING	PROJECTED	
	2010	2020	2030
Population	28,543	33,335	33,385
Per Capita Consumption	95	95	95
Potable Water Demands	2.71	3.17	3.19

Source: [Lower East Coast Water Supply Plan Update, 2013](#)

SFWMD WATER USE PERMITTED (06-00120-W) ALLOCATION (MGD)			
Potable Water Source	EXISTING	PROJECTED	
	2010	2020	2030
Fresh Water	4.55	4.55	4.55
Brackish Water	0.00	0.00	0.00
Total Allocation	4.55	4.55	4.55

Source: [Lower East Coast Water Supply Plan Update, 2013](#)

Per Capita Usage

[Based on the findings from the Cooper City, the total water metered to customers, and the estimated historical population of the treated water, the per capita usage computed for the past five years \(2009 – 2013\) was 96 gallons per capita per day \(gpcd\). This per capita usage rate is](#)

[a 1% variation of the SFWMD data, which shows a treated water pre capita rate of 95 gpcd for the Cooper City Utility Service Area.](#)

3.5 WATER SUPPLY PROVIDED BY THE TOWN OF SOUTHWEST RANCHES

No water is supplied and the Town of Southwest Ranches generally opposes any further expansion of these potable water utilities as a matter of policy. Amongst the Domestic Self-Supply (DSS) and Recreational/Landscape (REC) Self-Supply, no new projects have been proposed in the 2013 LEC Plan Update, and future needs can be met under existing permit allocations; by use of existing and alternative sources, and conservation. However, future increases in withdrawals from Lake Okeechobee; the L-1, L-2, and L-3 canal system; the Everglades; and North Palm Beach/Loxahatchee Watershed water bodies must comply with the restricted allocation area criteria.

Domestic Self-Supply

The Domestic Self-Supply is a water supply category the Town of Southwest Ranches falls under. Domestic Self-Supply (DSS) includes potable water from a private domestic well serving a private residence, and utilities that produce less than 0.1 MGD on an annual basis. DSS finished (net) demands in the LEC Planning Area are only projected to increase by less than 1 MGD from 17 MGD in 2010 to 18 MGD in 2030 (gross [raw] demands are projected to increase by less than 1 MGD from 18 MGD in 2010 to 19 MGD in 2030). DSS needs are met almost exclusively with fresh groundwater from the Surficial Aquifer System (SAS), and will continue to do so in the future. As such, no water supply development projects are proposed for this use class.

Recreational/Landscape Self-Supply

The Recreational/Landscape Self-Supply is a water supply category the Town of Southwest Ranches falls under. Recreational/Landscape (REC) Self-Supply includes the use of water for irrigation of common areas, golf courses, parks, cemeteries, schools, commercial developments, and other self-supplied irrigation uses with demand of 0.1 MGD or greater. REC Self-Supply gross demand is projected to increase by 3 percent (149 MGD in 2010 compared to 153 MGD in 2030). Historically, irrigation supplies for this category include local fresh groundwater and surface water captured from canals or stormwater management systems. In recent years, irrigation for new golf courses often includes reclaimed water and on-site blending of brackish groundwater with surface water. Four golf courses use brackish groundwater treated by RO.

The small demand increase for REC Self-Supply should be met, for the most part, by currently proposed reclaimed water projects, or by surface water bodies locally derived groundwater as is the case in, which may be included in existing water use permits if applicable. Projects submitted by utilities and wastewater treatment facilities indicate that use of reclaimed water will increase significantly in the future. Expansion of water reuse systems for REC Self-Supply may reduce withdrawal demands on the water resources. Where reclaimed water is not

available, users may qualify for limited freshwater withdrawals on an application-by-application basis. Implementation of the Mandatory Year-Round Landscape Irrigation Conservation Measures Rule (Rule 40E-24.201, F.A.C.), water conservation methods using more efficient irrigation systems, and Florida-Friendly Landscaping offer potential cost savings and may reduce future demand. However, no specific projects for REC Self-Supply were provided or identified in this plan update.

3.6 WATER SUPPLY PROVIDED BY THE CITY OF SUNRISE AND COOPER CITY

The Town of Southwest Ranches does not own or operate any potable water distribution or supply facilities. There are two potable water distribution systems, owned and operated by adjacent municipalities that are located within the Town. Each resident in the Town served by a centralized water system is a retail customer of the entity which owns and operates that system. At the extreme edge of the Town, the limited centralized water service provider is Cooper City. In the middle portions of the Town, the limited centralized water service is provided by the City of Sunrise. All other areas of the Town have domestic water self-supply (i.e., individually owned private well system). and the percentage of residents can increase as needed. Future expansion of centralized water service in the Town is discouraged, however, the decision ultimately rests with the customers/residents in the service areas and the entity supplying the water. No deficiencies in potable water supply currently exists or is projected to occur in the Town of Southwest Ranches through the year 2030.

City of Sunrise's Retail Water Service Area

The City of Sunrise is located in western Broward County, north of the Town's limits. Its utility provides centralized potable water service to the cities of Sunrise, Weston, a portion of the Town of Davie, unincorporated Broward County and to the Town of Southwest Ranches, if requested. In total, the City of Sunrise's utility service area is made up of 215,000 retail water customers. In the Town of Southwest Ranches, the City of Sunrise currently serves a minimal amount of land area. This land area may increase in the future; a decision that will be driven by the discretion of customers/residents. Currently, the City is responsible for planning, financing, constructing, operating and maintaining the utilities and public water supply systems that serve the limited area. Potable water from the City of Sunrise is not needed to accommodate future growth in the Town of Southwest Ranches.

The City of Sunrise's water supply is from the Surficial Aquifer System (SAS) and Floridian Aquifer System (FAS) and operates four wellfields and three water treatment plants primarily utilizing lime softening and membrane processes. In 2013, the city added a 1.5-MGD reverse osmosis treatment system at its Springtree Plant. The city previously planned to develop 9 MGD of reverse osmosis treatment capacity and acquired a FAS allocation of 10.98 MGD to accommodate expected demand. Slower growth and successful conservation efforts should allow the city to postpone development of additional capacity from the FAS beyond 2030. The city is upgrading the treatment system at its Southwest Waste Water Treatment Plant to

provide 1 MGD of reclaimed water capacity and is in the design phase to develop reuse facilities at its Sawgrass Waste Water Treatment Plant. The City is a contributing member of the Broward Water Partnership conservation program, which has the goal of saving a total of 30 MGD countywide.

Cooper City's Retail Water Service Area

Cooper City is located in southwestern Broward County, east of the Town's limits. Its utility provides centralized potable water service to Cooper City, Town of Davie, and a small portion of the Town of Southwest Ranches. In total, Cooper City's utility service area is made up of 29,987 retail water customers. It is estimated that twenty residents and a few non-residential properties in the Town of Southwest Ranches are serviced by Cooper City Utilities. Potable water from Cooper City is not needed to accommodate future growth in Southwest Ranches. Also of note, Cooper City adopted a policy to prohibit facility expansions outside of its limits. The water supply for the City of Cooper City is obtained from the Surficial Aquifer System and treated via membrane softening. The city is projected to have minimal growth beyond 2020. This utility is a contributing member to the Broward Water Partnership conservation program, which has the goal of saving a total of 30 MGD countywide.

3.7 CONSERVATION

As detailed in the Conservation Element of the Town's Comprehensive Plan, the Town prioritizes critical regional ecological systems through protection and enhancements that are integral components of South Florida's and the Town's natural environment. As a matter of policy, the Town is working to increase energy efficiency of government operations and promotes improved energy standards for residents and businesses located within the Town.

3.7.1 SPECIFIC ACTIONS, PROGRAMS, REGULATIONS, OR OPPORTUNITIES

The Town of Southwest Ranches has implemented a number of water conservation elements including irrigation restrictions on irrigation (permitted water usage), use of Florida-friendly planting principles, requirement of ultra-low volume plumbing in new construction, rain sensor over-rides for new lawn sprinkler systems, and public educational programs. Summary information on each of these elements is provided below.

Restrictions on Permitted Water Use

- The Town of Southwest Ranches supports the conservation of potable water by adopting or supporting the water conservation practices and programs of the City of Sunrise, Cooper City, and Broward County. The Town has enacted its own irrigation ordinance that supports conservation measures.
- The Town of Southwest Ranches' Code of Ordinances includes requirements for restrictions on water use during times an "emergency situation" is declared by SFWMD or when the Town

Council determines a reduction in water consumption is necessary to alleviate a local water shortage within the Town's water system.

Use of Florida-Friendly Landscape Principles

- The Town of Southwest Ranches' Land Development Code recommends the use of Florida-friendly landscaping materials and the minimum percent of required pervious area that must follow the principles of Florida Friendly Landscape provisions as set forth in the South Florida Water Management District's Xeriscape Plant Guide II.

Requirement of Ultra-Low Volume Plumbing in New Construction

- The Town of Southwest Ranches has adopted the Florida Building Code (FBC) which contains plumbing flow restriction requirements. The Town's Building, Permitting and Inspection Services administers procedure provisions for new construction to have water conservation control devices installed per the Florida Plumbing Code, as a condition for granting Certificates of Occupancy. The Town also requires approval from either the South Broward Drainage District or the Central Broward Water Control District.

Rain Sensor Overrides for New Lawn Sprinkler System

- The Town of Southwest Ranches has adopted the Florida Building Code, which requires the installation of rain sensors on new irrigation systems. Additionally, the Town abides by all of the County's landscape Code requirements regarding rain sensors on automatic lawn sprinkler systems. The Town also adopted a Landscape Ordinance that encourages natural vegetation, minimal water and fertilization.

Public Information Program

- This program provides water conservation and open/green space information to the Town of Southwest Ranches' residents and customers. The Town provides education information at the Sunshine Ranches Equestrian Park; Trailside Park; Southwest Meadows Sanctuary; Calusa Corners; Rolling Oaks Passive Park; Country Estates Fishing Hole Park; and, the Frontier Trails.
- The Town of Southwest Ranches will coordinate future water conservation efforts with the City of Sunrise and Cooper City, as utility providers for portions of the Town, Broward County and the SFWMD. In addition, the Town continues to support and expand existing goals, objectives and policies in the comprehensive plan that promotes water conservation in a cost-effective and environmentally sensitive manner. The Town of Southwest Ranches continues to actively support the SFWMD and its water supplier(s) in the implementation of new regulations or programs designed to conserve water during the dry season.

3.8 REUSE

State law supports reuse efforts. Florida's utilities, local governments, and water management districts have led the nation in the quantity of reclaimed water reused and public acceptance of reuse programs. Section 373.250(1) F.S. provides "the encouragement and promotion of water conservation and reuse of reclaimed water, as defined by the department, are state objectives and considered to be in the public interest." In addition, Section 403.064(1), F.S., states "reuse is a critical component of meeting the state's existing and future water supply needs while sustaining natural systems." The Town supports reclaimed water reuse for any of the potable water distribution and supply facilities that operate within the Town's limits.

3.8.1 TOWN OF SOUTHWEST RANCHES SPECIFIC ACTIONS, PROGRAMS, REGULATIONS, OR OPPORTUNITIES

The Town of Southwest Ranches supports water reuse initiatives under consideration by both the SFWMD and Broward County and the implementation of new regulations or programs designed to increase the volume of reclaimed water used and generate public acceptance of reclaimed water. The Town encourages the use of reclaimed water as an integral part of its wastewater management program, where economically, environmentally and technically feasible. This includes sanitary sewer facilities, including septic tanks, to be designed, constructed, maintained and operated in a manner that conserves and protects potable water resources by optimizing the use of reclaimed wastewater, where feasible, thus minimizing new demands on the Biscayne Aquifer.

4.0 CAPITAL IMPROVEMENTS

This section of the report is not applicable as the Town of Southwest Ranches does not own or operate any potable water distribution or supply facilities. Most areas of the Town have a domestic self-supply that is individually owned and privately run well systems.

5.0 GOALS, OBJECTIVES AND POLICIES

The following goals, objectives and policies were adopted in conjunction with the original Work Plan, and have remained sufficient. Therefore, amendments to the adopted comprehensive plan are required to ensure adequate potable water supply facilities for the ten (10) year planning horizon.

- a. Coordination of land uses and future land use changes with the availability of water supplies and water supply facilities;
- b. Revision of potable water level of service standards for residential and non-residential users;
- c. Provision for the protection of water quality in the traditional and new alternative water supply sources;

- d. Revision of priorities for the replacement of facilities, correction of existing water supply and facility deficiencies, and provision for future water supply and facility needs;
- e. Provision for conserving potable water resources, including the implementation of reuse programs and potable water conservation strategies and techniques;
- f. Provisions for improved or additional coordination between a water supply provider and the recipient local government concerning the sharing and updating of information to meet ongoing water supply needs;
- g. Coordination between local governments and the water supply provider in the implementation of alternative water supply projects, establishment of level of service standards and resource allocations, changes in service areas, and potential for annexation;
- h. Coordination of land uses with available and projected fiscal resources and a financially feasible schedule of capital improvements for water supply and facility projects;
- i. Additional revenue sources to fund water supply and facility projects;
- j. Coordination with the respective regional water supply plan;
- k. Update the Work Plan within 18 months following the approval of a regional water supply plan; and
- l. Concurrency requiring water supplies at the building permit stage.



Town of Southwest Ranches
13400 Griffin Road
Southwest Ranches, FL 33330-2628

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(954) 434-1490 Fax

Town Council
Doug McKay, Mayor
Vice-Mayor
Council Member

Steve Breitkreuz, Council Member
Gary Jablonski, Council Member

Andrew D. Berns, Town Administrator

Keith M. Poliakoff, JD, Town Attorney

Russell Muniz, Assistant Town Administrator/Town Clerk

Martin D. Sherwood, CPA, CGMA, CGFO, Town Financial Administrator

COUNCIL MEMORANDUM

TO: Honorable Mayor McKay and Town Council
VIA: Andy Berns, Town Administrator
FROM: Jeff Katims
DATE: 11/10/2016
SUBJECT: EAR Letter Resolution

Recommendation

Approve.

Strategic Priorities

A. Sound Governance

Background

Section 163.3191, Florida Statutes, requires that all local governments evaluate their adopted comprehensive plans for compliance with changes in state law every seven years. The Town is required to complete its evaluation and transmit its findings by December 1, 2016. The Town is then required to prepare any amendments needed to bring the plan into compliance, and transmit the amendments to the state land planning agency no later than December 1, 2017.

The comprehensive plan was last updated in 2009. Since that time, there have been numerous changes to state law that pertain to comprehensive planning. Staff has evaluated the plan against legislation passed subsequent to the last plan update and has determined that none of the changes to statutory requirements necessitate amending the Town's comprehensive plan.

Fiscal Impact/Analysis

None

Staff Contact:

Jeff Katims, AICP

ATTACHMENTS:

Description

Resolution

Upload Date

11/2/2016

Type

Resolution

RESOLUTION NO. 2017 -

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA TRANSMITTING ITS FINDINGS PERTAINING TO THE EVALUATION AND APPRAISAL OF THE COMPREHENSIVE PLAN TO THE STATE LAND PLANNING AGENCY PURSUANT TO SECTION 163.3191, FLORIDA STATUTES; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 163.3191 Florida Statutes requires that every local government evaluate its comprehensive plan at least once every 7 years to determine whether plan amendments are necessary to reflect changes in Ch. 163, Part II, Florida Statutes requirements since the last update of the comprehensive plan; and

WHEREAS, Section 163.3191, Florida Statutes requires that every local government notify the state land planning agency as to its determination no later than the date established by administrative rule for each particular local government; and

WHEREAS, Rule Chapter 73C-49, Florida Administrative Code requires that the Town transmit its findings to the state land planning agency by December 1, 2016; and

WHEREAS, the Town Council, sitting as the Local Planning Agency, conducted a duly noticed public hearing on November 10, 2016 and transmitted its findings and recommendations to the Town Council; and

WHEREAS, based upon an evaluation and appraisal of the Town of Southwest Ranches Comprehensive Plan, the Town Council finds that amendments to the comprehensive plan are not required as a result of state legislation affecting Chapter 163, Part II Florida Statutes passed subsequent to the last plan update in 2009.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA:

Section 1: Recitals. That the foregoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution.

Section 2: Finding. That the Town Council hereby finds that comprehensive plan amendments are not required based upon its evaluation and appraisal of the comprehensive plan pursuant to the requirements set forth in Section 163.3191 Florida Statutes.

Section 3: Transmittal. That the Town Council directs the Town Administrator or designee to transmit its findings to the state land planning agency prior to December 1, 2016.

Section 3: Effective Date. This Resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED this 10th day of November, 2016 on a motion made by _____ and seconded by _____.

Nelson _____
McKay _____
Breitkreuz _____
Fisikelli _____
Jablonski _____

Ayes _____
Nays _____

Absent _____
Abstaining _____

Jeff Nelson, Mayor

ATTEST:

Russell Muñiz, MMC, Assistant Town Administrator/Town Clerk

Approved as to Form and Correctness:

Keith Poliakoff, J.D., Town Attorney

Resolution No. 2017-____
Evaluation and Appraisal of Comprehensive Plan



Town of Southwest Ranches
13400 Griffin Road
Southwest Ranches, FL 33330-2628

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Vice-Mayor
Council Member

Steve Breitkreuz, Council Member
Gary Jablonski, Council Member

Andrew D. Berns, Town Administrator

Keith M. Poliakoff, JD, Town Attorney

Russell Muniz, Assistant Town Administrator/Town Clerk

Martin D. Sherwood, CPA, CGMA, CGFO, Town Financial Administrator

COUNCIL MEMORANDUM

TO: Honorable Mayor McKay and Town Council
VIA: Andrew D. Berns, Town Administrator
FROM: Keith Poliakoff, Town Attorney
DATE: 11/10/2016
SUBJECT: ZIP Wireless Facilities

Recommendation

Motion to approve the Resolution.

Strategic Priorities

A. Sound Governance

D. Improved Infrastructure

Background

Although the town recently updated its telecommunication ordinance, it appears that a loophole may still exist. Despite the fact that the town's right-of-ways were created as clear zones and trails in conjunction with the town's rural roadway network, they are still deemed to be town property under the current telecommunication ordinance. As such, the town desires to enact a zoning in progress to study the impact, if any, of placing a telecommunication device within the town's right-of-way.

Fiscal Impact/Analysis

N/A

Staff Contact:

Keith Poliakoff, Town Attorney

ATTACHMENTS:

Description

Upload Date

Type

Zoning In Progress - TA Approved

11/2/2016

Resolution

RESOLUTION NO. 2017-

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, DECLARING ZONING IN PROGRESS; DIRECTING TOWN STAFF TO DEFER THE ACCEPTANCE AND PROCESSING OF DEVELOPMENT APPLICATIONS AND PROHIBITING THE ISSUANCE OF BUILDING PERMITS, DEVELOPMENT ORDERS, OR LOCAL BUSINESS TAX RECEIPTS FOR WIRELESS SERVICE FACILITIES AND PERSONAL WIRELESS SERVICE FACILITIES AS DEFINED IN SECTION 365.172 F.S. AND 47 U.S.C. §332(c)(7)(C)(ii) WITHIN THE TOWN'S RIGHTS-OF-WAY; AUTHORIZING AND DIRECTING TOWN STAFF TO UNDERTAKE THE STUDY AND REVIEW OF THE TOWN'S REGULATIONS REGARDING SAME; PROVIDING THAT UPON THE ADOPTION OF THIS RESOLUTION THE ACCEPTANCE AND PROCESSING OF DEVELOPMENT APPLICATIONS SHALL BE DEFERRED AND NO PERMITS OR DEVELOPMENT ORDERS SHALL BE ISSUED UNTIL AMENDED LAND DEVELOPMENT REGULATIONS ARE ADOPTED BY THE TOWN COUNCIL OR UNTIL THE PASSAGE OF 180 DAYS FROM THE DATE OF THIS RESOLUTION, WHICHEVER OCCURS FIRST; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town Administrator, Town Attorney and the Town's professional planning staff continuously monitor and review the Town's Land Development Regulations to ensure appropriate development in the Town, and from time to time recognize the need to study and to amend aspects of the same; and

WHEREAS, the Town Council has reviewed the need to establish a moratorium to allow Town Staff to undertake a study of the appropriate regulatory requirements for wireless service facilities and personal wireless service facilities as defined in Section 365.172 F.S. and 47 U.S.C. §332 (c)(7)(C)(ii) within the Town's rights-of-way; and

WHEREAS, the Town Council hereby directs Town staff to defer the acceptance and processing of development applications for wireless service facilities and personal wireless service facilities within the Town's rights-of-way and imposes a prohibition on the issuance of any building permits, local business tax receipts, or development orders for wireless service facilities and personal wireless service facilities associated therewith within the Town for a period of one hundred eighty (180) days from the date of this Resolution; and

WHEREAS, such a prohibition will enable the Town's professional staff to properly study regulatory requirements for wireless service facilities and personal wireless service facilities in the Town's rights-of-way and identify zoning and land use regulations throughout the Town; and

WHEREAS, the Town Council deems it timely and in the best interest of the Town and its residents to undertake the study, review and revision of the Town's regulations regarding wireless service facilities and personal wireless service facilities throughout the Town within the Town's rights-of-way.

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Southwest Ranches, Florida:

Section 1. The foregoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct and incorporated herein by this reference.

Section 2. The Town Council hereby approves a moratorium, deferring the acceptance and processing of development applications for wireless service facilities and personal wireless service facilities and prohibiting the issuance of building permits and development orders for wireless service facilities and personal wireless service facilities as defined in Section 365.172 F.S. and 47 U.S.C. §332 (c)(7)(C)(ii), within the Town's rights-of-way.

Section 3. The Zoning in Progress shall cease at the earliest of the expiration of one hundred eighty (180) days from the date of this Resolution, upon the effectiveness of an Ordinance addressing the subject matter of this Resolution, or upon the adoption of a Resolution terminating the zoning in progress.

Section 4. That the Town Council hereby directs Town Staff to study and review the regulations pertaining to wireless service facilities and personal wireless service facilities in the Town's rights-of-way and identify appropriate zoning, regulatory and land use regulations, and to report back to the Town Council, prior to the expiration of the Zoning in Progress.

Section 5. The Town Council hereby authorizes and directs the appropriate Town Officials to do all things necessary and expedient to effectuate the intent of this Resolution.

Section 6. All Resolutions inconsistent or in conflict herewith shall be and are hereby repealed insofar as there is conflict or inconsistency.

Section 7. If any section, sentence, clause, or phrase of this Resolution is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this Resolution.

Section 8. This Resolution shall become effective upon its passage and adoption by the Town Council.

PASSED AND ADOPTED by the Town Council of the Town of Southwest Ranches, Florida, this ____ day of _____, _____ on a motion by _____ and seconded by _____.

McKay	_____	Ayes	_____
Breitkreuz	_____	Nays	_____
_____	_____	Absent	_____
_____	_____	Abstaining	_____
Jablonski	_____		

Attest:

Doug McKay, Mayor

Russell Muñiz, Assistant Town Administrator/Town Clerk

Approved as to Form and Correctness:

Keith Poliakoff, Town Attorney

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Town of Southwest Ranches
13400 Griffin Road
Southwest Ranches, FL 33330-2628

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Town Council
Jeff Nelson, Mayor
Doug McKay, Vice-Mayor
Freddy Fisikelli, Council Member
Steve Breitzkreuz, Council Member
Gary Jablonski, Council Member

Andrew D. Berns, Town Administrator
Keith M. Poliakoff, JD, Town Attorney
Russell Muniz, Assistant Town Administrator/Town Clerk
Martin D. Sherwood, CPA, CGMA, CGFO, Town Financial Administrator

COUNCIL MEMORANDUM

TO: Honorable Mayor Nelson and Town Council
VIA: Andrew D. Berns, Town Administrator
FROM: Emily McCord Aceti, Community Services Coordinator
DATE: 11/10/2016
SUBJECT: Florida Department of Transportation Agreement for Funding Stirling Road Guardrails

Recommendation

To place this item on the agenda for Council consideration and approval to enter into an agreement with the Florida Department of Transportation for the installation of guardrails along Stirling Road.

Strategic Priorities

- A. Sound Governance
- B. Enhanced Resource Management
- D. Improved Infrastructure

Background

The Town was appropriated \$300,000 from the State Legislature for the installation of guardrails along Stirling Road. The entire project is estimated to cost \$400,000. The Town must enter into an agreement with the Florida Department of Transportation to begin the improvements. The work must be completed before June 30, 2019.

Fiscal Impact/Analysis

Funds are available in the Fiscal Year 2017 Municipal Transportation Fund account #101-5100-

541-63320 (Infrastructure - Guardrails). The FY 2017 approved CIP is for \$350,000 in total, of which \$300,000 is predicated on receipt of this State appropriation. The remainder (\$50,000) is funded from Transportation fund reserves. The additional \$50,000 in Town funding will be derived pending completion of the FY 2016 Audit, at which time the order of funding priority is as follows: 1. Transportation Fund Reserves; 2. General Fund Reserves; 3. FY 2018 Budgetary / TRIM impact, if required.

Staff Contact:

Emily McCord Aceti, Community Services Coordinator

ATTACHMENTS:

Description	Upload Date	Type
Reso - Stirling Road Guardrails - TA Approved	11/2/2016	Resolution
Exhibit A - Funding Agreement	10/24/2016	Exhibit

RESOLUTION NO. 2017-

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING A PROJECT FUND AGREEMENT WITH THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION FOR THREE HUNDRED THOUSAND DOLLARS (\$300,000) TO COMPLETE THE GUARDRAIL IMPROVEMENTS ALONG STIRLING ROAD; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO ENTER INTO AN AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town desires to install guardrails along Stirling Road; and

WHEREAS, the Town's Drainage and Infrastructure Advisory Board has ranked and has prioritized this project; and

WHEREAS, this project is specifically named in the Fiscal Year 2016-2017 Town Budget (Account # 101-5100-541-63320 – Transportation: Infrastructure – Guardrails); and

WHEREAS, the State of Florida Fiscal Year 2016 General Appropriations Act provided the Town with an appropriation of \$300,000 in the Economic Development Transportation Projects for guardrail installation along Stirling Road; and

WHEREAS, the Town is prepared to complete the project at an estimated total cost of \$400,000; and

WHEREAS, these improvements must be completed by June 30, 2019; and

WHEREAS, the Town will assume the future maintenance and other attendant costs occurring after completion of the project; and

WHEREAS, the Town of Southwest Ranches desires to enter into an agreement with the State of Florida Department of Transportation attached hereto as "Exhibit A" under the terms and conditions set forth therein.

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Southwest Ranches, Florida:

Section 1. The above-referenced recitals are true and correct and are incorporated herein by reference.

Section 2. The Town Council hereby approves the agreement between the Town of Southwest Ranches and the State of Florida Department of Transportation

providing funding for the installation of guardrails along Striling Road, as specifically delineated in the agreement attached hereto as Exhibit "A."

Section 3. The Town Council hereby authorizes the Mayor, Town Administrator, and the Town Attorney to enter into the agreement in substantially the same form as that attached hereto as Exhibit "A," and to make such modifications, additions, and / or deletions that they deem necessary and proper to effectuate the intent of this Resolution.

Section 4. That this Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED by the Town Council of the Town of Southwest

Ranches, Florida, this ____ day of _____, 2016 on a motion by _____ and seconded

by _____.

McKay	_____
Breitkreuz	_____
Fisikelli/Neunzig	_____
Jablonski	_____
Schroeder/Kuczenski	_____

Ayes	_____
Nays	_____
Absent	_____

Doug McKay, Mayor

ATTEST:

Russell Muñiz, Assistant Town Administrator/Town Clerk

Approved as to Form and Correctness:

Keith M. Poliakoff, J.D., Town Attorney

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
ECONOMIC DEVELOPMENT TRANSPORTATION
PROJECT FUND AGREEMENT
(OFF-SYSTEM SPECIFIC APPROPRIATIONS)

This Economic Development Transportation Project Fund Agreement (Off-System Specific Appropriation) ("Agreement") is entered into this _____ day of _____, between the State of Florida, Department of Transportation ("FDOT" or "Department") and the Town of Southwest Ranches ("Agency"). FDOT and the Agency are sometimes referred to in this Agreement as a "Party" and collectively as the "Parties."

RECITALS

A. The Fiscal Year 2016-17 General Appropriations Act, Chapter 2016-66, Laws of Florida, provides the Agency with an appropriation of \$300,000.00 from the amount in Specific Appropriation 1906, Economic Development Transportation Projects for Guardrail Installation along Stirling Road from SW 148th Avenue to SW 142nd Avenue & from SW 136th Avenue to the 12600 Block.

B. This Agreement provides conditions necessary for the release of the funds appropriated to the Agency by Chapter 2016-66, Laws of Florida. The transportation project is further described in **Exhibit "A"**, attached and incorporated in this Agreement ("Project").

C. The Agency is prepared to complete the Project at an estimated total cost of \$ 300,000.00.

D. FDOT is prepared to provide \$300,000.00 under Financial Project Number 436040-2-54-01 toward the total cost of the Project as set forth in Section 6.0 of the Agreement and the Schedule of Funding in **Exhibit "B"**, which is attached and incorporated in this Agreement.

E. The Agency by Resolution No. _____ dated the _____ day of _____, 20____, a copy of which is attached as **Exhibit "C"** and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf.

AGREEMENT

In consideration of the mutual covenants contained in this Agreement, the Parties agree as follows:

1.0 RECITALS: The recitals above are true and correct and are made a part of this Agreement.

2.0 TERM: The term of this Agreement shall commence upon full execution by both Parties (“Effective Date”) and continue through June 30, 2019, unless terminated at an earlier date as provided in this Agreement. If the Project is not completed within the time period allotted, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Agency and granted in writing by FDOT prior to the expiration of the Agreement. Expiration of this Agreement will be considered termination of the Project. Only Project costs incurred on or after the Commencement Date of this Agreement (as defined in paragraph 3.0 below) and on or prior to the termination date of the Agreement are eligible.

3.0 COMMENCEMENT: Unless terminated earlier, work on the Project shall commence no later than: the 30th day of September, 2017 or within 120 days of the issuance of the Notice to Proceed for the construction phase of the Project, whichever date is earlier (“Commencement Date”), and shall be completed on or before June 30, 2019. FDOT shall have the immediate option to terminate this Agreement should the Agency fail to meet either of the above-required dates.

If construction of the transportation Project does not commence within four (4) years of the date Chapter 2016-66, Laws of Florida, became effective (March 17, 2016), this Agreement and the Project are immediately terminated.

4.0 PROJECT DESCRIPTION: The Agency shall provide quantifiable, measurable and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project, identified as Financial Management Number 436040-2-54-01, and the quantifiable, measurable and verifiable units of deliverables are described more fully in **Exhibit “A”** which is incorporated in this Agreement.

5.0 NOTICES AND APPROVALS: All notices pertaining to this Agreement are in effect upon receipt by either Party, shall be in writing, and shall be transmitted either by personal hand delivery; United States Post Office, return receipt requested; or, overnight express mail delivery. E-mail and facsimile may be used if the notice is also transmitted by one of the preceding forms of delivery. The addresses and the

Agreement Administrators set forth below for the respective parties shall be the places where notices shall be sent, unless prior written notice of change of address is given.

FDOT:

**STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
SABRINA AUBERY, DISTRICT 4 ECONOMIC DEVELOPMENT
TRANSPORTATION PROJECT FUND COORDINATOR,
3400 W. COMMERCIAL BLVD
FORT LAUDERDALE, FLORIDA 33309
PHONE: (954) 777-4585
FAX: (954) 777-4074**

AGENCY:

**TOWN OF SOUTHWEST RANCHES
EMILY MCCORD
13400 GRIFFIN ROAD
SOUTHWEST RANCHES, FLORIDA 33330
PHONE: (954) 343-7453
FAX: (954) 434-1490**

All approvals referenced in this Agreement must be obtained in writing from the Parties' respective Administrators or their designees.

6.0 RELEASE OF FUNDS: Project funds made available by FDOT shall not be released until the following have been satisfied:

(a) The Agency has agreed by resolution to accept future maintenance and other attendant costs occurring after completion of the Project for the portion of the Project on the Agency's system and such resolution is attached and incorporated in this Agreement as **Exhibit "C"**;

(b) The Agency shall certify to FDOT that the Agency's design consultant and/or construction contractor has secured the necessary permits. If the Agency fails to provide such certification to FDOT by September 29, 2017, FDOT may, at its discretion, terminate this Agreement;

(c) The Agency shall invoice FDOT quarterly for actual costs incurred. The Agency shall review and approve all invoices, statements, or other related documents duly submitted to the Agency by the Agency's design consultant or construction contractor. Invoices shall be submitted by the Agency to FDOT in detail sufficient for a proper pre-audit and post audit thereof, based on the quantifiable, measurable, and

verifiable units of deliverables as established in Paragraph 4.0 above and **Exhibit “A”**. Deliverables must be received and accepted in writing by the pre-audit and approval by the Agency;

(d) Supporting documentation must establish that the deliverables were received and accepted in writing by the Agency and that the required minimum level of service to be performed based on the criteria for evaluating successful completion as specified in Paragraph 4.0 and **Exhibit “A”** has been met;

(e) FDOT will pay to the Agency, after receipt of a detailed invoice, an amount equal to the invoice received by the Agency from the Agency’s consultant or contractor. The Agency must certify on the invoice that the costs from the consultant or contractor are valid, reasonable, necessary, and allowable and the costs have been incurred by the consultant or contractor prior to the date of the invoices. All invoices submitted to the Department must provide complete documentation, including a copy of the consultant’s or contractor’s invoice(s), to substantiate the cost on the invoice. Each quarterly invoice subsequent to the first invoice from the Agency must contain a statement from the Agency that the previous quarterly costs incurred by the consultant or contractor have been paid by the Agency to the consultant or contractor;

(f) Before using its own forces for any phase of the Project, the Agency shall provide FDOT with the opportunity to review and approve the qualifications of the Agency forces to be utilized. In the event the Agency proceeds with any phase the Project utilizing its own forces, the Agency will only be reimbursed for direct costs (this excludes general overhead);

(g) The Agency shall provide to FDOT certification and a copy of appropriate documentation substantiating that all required right-of-way necessary for the Project have been obtained; and

(h) Provide FDOT with written notification of either its intent to:

(i) Award the construction of the Project to a contractor which is the lowest and best bidder in accordance with applicable state and federal statutes, rules, and regulations. The Agency shall then submit a copy of the bid tally sheet(s) and awarded bid contract, or

(ii) Construct the Project utilizing existing Agency employees, if the Agency can complete said Project within the time frame in Section 3.0 of this Agreement.

(i) The Agency shall charge to the Project account all eligible costs of the Project except costs agreed to be borne by the Agency or its contractors and subcontractors. Costs in excess of the programmed funding or attributable to actions which have not received the required approval of FDOT shall not be considered eligible costs. All costs charged to the Project, including any approved services contributed by the Agency or others, shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of the charges.

(j) Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes. If FDOT determines that the performance of the Agency is unsatisfactory, FDOT shall notify the Agency of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by FDOT. The Agency shall, within five days after notice from FDOT, provide FDOT with a corrective action plan describing how the Agency will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to FDOT, the Agency shall be assessed a non-performance retainage equivalent to 10% of the total invoice amount. The retainage shall be applied to the invoice for the then-current billing period. The retainage shall be withheld until the Agency resolves the deficiency. If the deficiency is subsequently resolved, the Agency may bill FDOT for the retained amount during the next billing period. If the Agency is unable to resolve the deficiency, the funds retained may be forfeited at the end of the Agreement's term.

(k) If, after Project completion, any claim is made by FDOT resulting from an audit or for work or services performed pursuant to this Agreement, FDOT may offset such amount from payments due for work or services done under any agreement which it has with the Agency owing such amount if, upon demand, payment of the amount is not made within 60 days to FDOT. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by FDOT.

(1) The Agency must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.

6.1 TRANSFER OF FUNDS:

Entities providing goods and services to FDOT should be aware of the following time frames. Upon receipt of the invoice, FDOT has 20 days to inspect and approve the goods and services. FDOT has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Agency. Interest penalties of less than one (1) dollar will not be enforced unless the Agency requests payment. Invoices that have to be returned to the Agency because of Agency preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the FDOT.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for entities who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes. If FDOT determines that the performance of the Agency is unsatisfactory, FDOT shall notify the Agency of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by FDOT. The Agency shall, within five days after notice from FDOT, provide FDOT with a corrective action plan describing how the Agency will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to FDOT, the Agency shall be assessed a non-performance retainage equivalent to 10% of the total invoice amount. The retainage shall be applied to the

invoice for the then-current billing period. The retainage shall be withheld until the Agency resolves the deficiency. If the deficiency is subsequently resolved, the Agency may bill FDOT for the retained amount during the next billing period. If the Agency is unable to resolve the deficiency, the funds retained may be forfeited at the end of the Agreement's term.

6.2 USE OF FUNDS: Funds made available by FDOT pursuant to this Agreement shall be expended in a timely manner and solely for the purpose of the approved Project. No such funds shall be used for the purchase of any landscaping, mitigation planting, water and sewer lines, for any legal action against FDOT, or costs associated with preparation of the application for use of Economic Development Transportation funding. The Schedule of Funding, **Exhibit "B"**, is attached and incorporated in this Agreement.

6.3 ASSURANCES: As an inducement to the transfer of funds referred to in Section 6.1 above, the Agency certifies that, if initiated, the Project will be carried through to its completion and will not require the expenditure of any additional funds from FDOT. The Agency is liable for all cost overruns on the Project.

6.4 PROHIBITION OF LOCAL PREFERENCES IN PROCUREMENT OF CONSTRUCTION SERVICES: If the Project is procured pursuant to Chapter 255 for construction services and at the time of the competitive solicitation for the Project 50 percent or more of the cost of the Project is to be paid from state-appropriated funds, then the Agency must comply with the requirements of Section 255.0991, Florida Statutes.

7.0 DESIGN AND CONSTRUCTION STANDARDS AND REQUIRED APPROVALS:

(a) The Agency agrees to undertake the design, construction, and Consultant Construction Engineering Inspection ("CCEI") of the Project in accordance with all applicable federal, state and local statutes, rules and regulations, including Agency standards and specifications. A professional engineer, registered in Florida, shall provide the certification that all design and construction for the Project meets the minimum construction standards established by the Agency.

(b) The Agency understands that it is responsible for the preparation of all design plans for the Project. The Agency shall hire a qualified consultant for the design phase of the Project using the Agency's normal procurement procedures to perform the design services for the Project.

(c) Execution of this Agreement by both Parties shall be deemed a Notice to Proceed to the Agency for the design phase of the Project. Any work performed prior to the execution of this Agreement is not subject to reimbursement.

(d) The Agency will provide one (1) copy of the final design plans and specifications and final bid documents to FDOT's Construction Project Manager prior to commencing construction of the Project.

(e) The Agency shall hire a qualified contractor using the Agency's normal bid procedures to perform the construction work for the Project.

(f) Prior to commencing the construction work described in this Agreement, the Agency shall request a Notice to Proceed from FDOT's Construction Project Manager, Mr. Albert Salas, at (954) 958-7628 or from an appointed designee. Any construction work performed prior to the issuance of the Notice to Proceed for construction is not subject to reimbursement.

(g) The Agency shall hire a qualified CCEI to perform construction oversight including the obligation to assure that any and all verification testing is performed in accordance with the 2010 Standard Specifications for Road and Bridge Construction, as amended from time to time. FDOT shall have the right, but not the obligation, to perform independent assurance testing during the course of construction of the Project. The CCEI firm shall not be the same firm as that of the Engineer of Record for the Project.

(h) The Agency shall require the Agency's contractor to post a payment and performance bond in accordance with Section 337.18(1), Florida Statutes.

(i) The Agency shall be responsible to ensure that the construction work under this Agreement is performed in accordance with the approved construction documents, and that it will meet all applicable Agency standards.

(j) Upon completion of the work authorized by this Agreement, the Agency shall notify FDOT in writing of the completion of construction of the Project; and for all design work that originally required certification by a Professional Engineer, this notification shall contain an Engineers Certification of Compliance, signed and sealed by a Professional Engineer, the form of which is attached hereto as **Exhibit**

“D”. The certification shall state that work has been completed in compliance with the Project construction plans and specifications. If any deviations are found from the approved plans, the certification shall include a list of all deviations along with an explanation that justifies the reason to accept each deviation.

(k) The Agency must submit the final invoice to FDOT within one hundred eighty (180) days after the final acceptance of the Project.

(l) Upon completion of the Project, the Agency shall be responsible for the perpetual maintenance of the facilities on its system that are constructed under this Agreement. The terms of this provision shall survive the termination of this Agreement.

8.0 AVAILABILITY OF FUNDS: The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Chapter 339.135(6)(a), F.S., are incorporated:

"The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of 25,000 dollars and which have a term for a period of more than 1 year."

9.0 TERMINATION OF AGREEMENT: FDOT may terminate this Agreement upon no less than thirty (30) days notice in writing delivered in accordance with the Notices and Approvals provisions of Paragraph 5.0. In the event the Agency fails to perform or honor the requirements and provisions of this Agreement, the Agency shall return funds in accordance with Section 11.0 of this Agreement within thirty (30) days of the termination of this Agreement. If the Agreement is terminated before performance is completed, the Agency shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the contract price as the amount of work satisfactorily completed is a percentage of the total work called for by this Agreement. All work in

progress on the FDOT right-of-way will become the property of the FDOT and will be turned over promptly by the Agency.

9.1 TERMINATION REPORT: Upon termination prior to the expiration of this Agreement, the Agency will provide the following:

(a) Certification that the portion of the Project that has been completed is in compliance with the terms and conditions of this Agreement and meets minimum construction standards established in accordance with Section 336.045, Florida Statutes.

(b) A report which shall specify the following: (i) the total direct Project costs paid from funds made available by FDOT pursuant to this Agreement; and (ii) the balance of any unexpended Project funds.

10.0 EXPENDITURES IN VIOLATION OF AGREEMENT: Any Project funds made available by FDOT pursuant to this Agreement which are determined by FDOT to have been expended by the Agency in violation of this Agreement or any other applicable law or regulation shall be promptly refunded in full to FDOT. Acceptance by FDOT of any documentation or certifications, mandatory or otherwise permitted, that the Agency files shall not constitute a waiver of FDOT's rights as the funding agency to verify all information at a later date by audit or investigation.

11.0 LEGAL REQUIREMENTS:

(a) This Agreement is executed and entered into in the State of Florida and will be construed, performed, and enforced in all respects in strict conformity with local, state, and federal laws, rules, and regulations. Any and all litigation arising under this Agreement shall be brought in the appropriate court in Leon County, Florida, applying Florida law.

(b) If any term or provision of the Agreement is found to be illegal and unenforceable, the remainder of the Agreement will remain in full force and effect and such term or provision will be deemed stricken.

(c) The Agency shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Agency in

conjunction with this Agreement. Failure by the Agency to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by FDOT.

(d) The Agency shall comply with all federal, state and local laws and ordinances applicable to the work or payment for work thereof.

(e) The Agency and FDOT agree that the Agency, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of FDOT as a result of this Agreement.

12.0 PUBLIC ENTITY CRIME: The Agency affirms that it is aware of the provisions of Section 287.133(2)(a), Florida Statutes. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. The Agency agrees that it shall not violate Section 287.133(2)(a), Florida Statutes, and further acknowledges and agrees that any conviction during the term of this Agreement may result in the termination of this Agreement.

12.1 NON-RESPONSIBLE CONTRACTORS: An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or has further been determined by FDOT to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Agency.

13.0 UNAUTHORIZED ALIENS: FDOT will consider the employment of unauthorized aliens, by any contractor or subcontractor, as described by Section 274A(e) of the Immigration and Nationalization Act, cause for termination of this Agreement.

14.0 NON-DISCRIMINATION: The Agency will not discriminate against any employee employed in the performance of this Agreement, or against any applicant for employment because of age, ethnicity, race,

religious belief, disability, national origin, or sex. The Agency shall provide a harassment-free workplace, with any allegation of harassment given priority attention and action by management. The Agency shall insert similar provisions in all contracts and subcontracts for services by this Agreement.

The Agency affirms that it is aware of the provisions of Section 287.134(2)(a), Florida Statutes. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity. The Agency further agrees that it shall not violate Section 287.134(2)(a), Florida Statutes, and acknowledges and agrees that placement on the list during the term of this Agreement may result in the termination of this Agreement.

15.0 ATTORNEY FEES: Unless authorized by law and agreed to in writing by FDOT, FDOT will not be liable to pay attorney fees, interest, or cost of collection.

16.0 TRAVEL: There shall be no reimbursement for travel expenses under this Agreement.

17.0 PRESERVATION OF REMEDIES: No delay or omission to exercise any right, power, or remedy accruing to either Party upon breach or default by either Party under this Agreement, will impair any such right, power or remedy of either Party; nor will such delay or omission be construed as a waiver of any breach or default or any similar breach or default.

18.0 AUDIT AND MONITORING REQUIREMENTS:

(a) The administration of resources awarded through the Department to the Agency by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any state agency inspector general, the Auditor General, or any other state official. The Agency shall comply with all audit and audit reporting requirements as specified below.

1. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Agency's use of state financial assistance may include but not be limited to on-site visits by Department staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, the Department of Financial Services (DFS) or the Auditor General.

2. The Agency, a nonstate entity as defined by Section 215.97(2)(m), Florida Statutes, as a recipient of state financial assistance awarded by the Department through this Agreement is subject to the following requirements:

i. In the event the Agency meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. **Exhibit "E"**, which is attached and incorporated into this Agreement, indicates state financial assistance awarded through the Department by this Agreement needed by the Agency to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Agency shall consider all sources of state financial assistance, including state financial assistance received from the Department by this Agreement, other state agencies and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

ii. In connection with the audit requirements, the Agency shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial

reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

iii. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Agency must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Agency's audit period for each applicable audit year. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the Agency's resources (i.e., the cost of such an audit must be paid from the Agency's resources obtained from other than State entities).

iv. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:

Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, FL 32399-0405
Email: FDOTSingleAudit@dot.state.fl.us

And

State of Florida Auditor General
Local Government Audits/342
111 West Madison Street, Room 401
Tallahassee, FL 32399-1450
Email: flaudgen_localgovt@aud.state.fl.us

v. Any copies of financial reporting packages, reports or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

vi. The Agency, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Agency in correspondence accompanying the reporting package.

vii. Upon receipt, and within six months, the Department will review the Agency's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Department by this Agreement. If the Agency fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance.

viii. As a condition of receiving state financial assistance, the Agency shall permit the Department, or its designee, DFS or the Auditor General access to the Agency's records including financial statements, the independent auditor's working papers and project records as necessary. Records related to unresolved audit findings, appeals or litigation shall be retained until the action is complete or the dispute is resolved.

3. The Agency shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department, or its designee, DFS or the Auditor General access to such records upon request. The Agency shall ensure that the audit working papers are made available to the Department, or its designee, DFS or the Auditor General upon request for a period of five years from the date the audit report is issued unless extended in writing by the Department.

19.0 LOBBYING: Funds may not be used for the purpose of lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.

20.0 MINORITY VENDORS: The Agency is encouraged to use small businesses, including minority and women-owned businesses as subcontractors or sub-vendors under this Agreement. The directory of certified minority and women-owned businesses can be accessed from the website of the Department of

Management Services, Office of Supplier Diversity. The Agency shall report on a quarterly basis its expenditures with minority and women-owned businesses. The report shall contain the names and addresses of the minority and women-owned businesses; the aggregate dollar figure disbursed that quarter for each business; the time period; type of goods or services; and the applicable code. If no expenditures were made to minority or women-owned businesses, the Agency shall submit a statement to this effect.

21.0 INDEMNITY AND INSURANCE:

(a) The Agency agrees to include the following indemnification in all contracts with contractors, subcontractors, consultants, and subconsultants, who perform work in connection with this Agreement:

"The contractor/subcontractor/consultant/subconsultant shall indemnify, defend, save and hold harmless the State of Florida, Department of Transportation and all of its officers, agents or employees from all suits, actions, claims, demands, liability of any nature whatsoever arising out of, because of, or due to any negligent act or occurrence of omission or commission of the contractor/subcontractor/ consultant/subconsultant, its officers, agents or employees."

(b) The Agency shall carry or require its contractor/subcontractor/consultant/subconsultant to carry and keep in force during the period of this Agreement a general liability insurance policy or policies with a company or companies authorized to do business in Florida, affording public liability insurance with combined bodily injury limits of at least \$100,000 per person and \$300,000 each occurrence, and property damage insurance of at least \$100,000 each occurrence, for the services to be rendered in accordance with this Agreement. In addition to any other forms of insurance or bonds required under the terms of the Agreement, when it includes construction within the limits of a railroad right-of-way, the Agency must provide or cause its contractor to provide insurance coverage in accordance with Section 7-13 of FDOT's Standard Specifications for Road and Bridge Construction, as amended.

(c) The Agency shall also carry or cause its contractor/subcontractor/consultant/subconsultant to carry and keep in force Worker's Compensation insurance as required for the State of Florida under the Worker's Compensation Law.

22.0 MODIFICATION OF AGREEMENT: In the event the Agency desires to modify any of the terms and conditions of this Agreement, the Agency shall make such request for modification in writing to

FDOT at any time during the term of this Agreement. However, if the request for modification relates to changes in the Project commencement and/or Project completion dates, such request must be received by FDOT prior to the expiration of the current commencement or Project completion date. If such a request is made after the expiration of the above referenced date, FDOT shall have the option to terminate this Agreement.

23.0 E-VERIFY: The Agency:

- (a) shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Agency during the term of the contract; and
- (b) shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

24.0 INSPECTOR GENERAL: The Parties agree to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.

25.0 NON-ASSIGNMENT: The Agency shall not assign, sublicense, or otherwise transfer its rights, duties, or obligations under this Agreement without the prior written consent of FDOT, which consent will not be unreasonably withheld. Any assignment, sublicense, or transfer occurring without the required written approval will be null and void. FDOT will at all times be entitled to assign or transfer its rights, duties, or obligations under this Agreement to another governmental agency in the State of Florida, upon giving prior written notice to the Agency. In the event that FDOT approves transfer of the Agency's obligations, the Agency remains responsible for all work performed and all expenses incurred in connection with this Agreement.

26.0 ENTIRE AGREEMENT: This instrument embodies the entire Agreement of the parties. There are no provisions, terms, conditions, or obligations other than those contained in this Agreement. This Agreement supersedes all previous communications, representations, or agreements, either verbal or written,

between the parties. No amendment will be effective unless reduced to writing and signed by an authorized officer of the Agency and the authorized officer of FDOT or his/her delegate.

27.0 DUPLICATE ORIGINALS: This Agreement may be executed in duplicate originals.

The remainder of this page intentionally left blank.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date(s) below.

FDOT

State of Florida, Department of Transportation

By: _____

Print Name: STACY L. MILLER, P.E.

Title: Director of Transportation Development

Date: _____

Legal Review:

See attached Encumbrance Form for date of
funding approval by Comptroller

AGENCY

Town of Southwest Ranches, Florida

By: _____

Print Name: _____

Title: _____

As approved by the Board on:

Attest: _____

Town Clerk

Legal Review:

Town Attorney

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**EXHIBIT “A”
SCOPE OF SERVICES
& DELIVERABLES**

**Financial Management Number: 436040-2-54-01
Guardrail Installation Stirling Road:
SW148th Avenue to SW 142nd Avenue &
SW 136th Ave to 12600 block of Stirling Road**

(All work is within the Town’s right-of-way)

The Scope of Services for this Project is defined below:

The Agency shall survey, design, and construct (installation) of guardrail along Stirling Road, within the Town of Southwest Ranches. Installation will be installed in accordance with all applicable current Department specifications and the Agency’s construction specifications.

DELIVERABLES

DESIGN: 100% Signed and sealed plans, including, but not necessarily limited to roadway, signing, and marking plans.

CONSTRUCTION:

Description	Unit	Estimated Qtys.
Surveying	LS	1
Design	LS	1
Mobilization & Demobilization	LS	1
Maintenance of Traffic	LS	1
Density Testing	LS	1
Installation of Guardrail, End Anchorage Assembly and Posts	LF	4200
Canal Bank Restoration	LS	1
Remove and Reinstall Mailboxes	LS	1
Remove and Reinstall Signs	LS	1

CEI CLASSIFICATIONS

SR. PROJECT ENGINEER
PROJECT ADMINISTRATOR
SR. INSPECTOR
INSPECTOR
INSPECTOR'S AIDE
QUALITY CONTROL (QC) MANAGER

EARTHWORK CONSTRUCTION INSPECTOR LEVEL 1
EARTHWORK CONSTRUCTION INSPECTOR LEVEL 2
ASPHALT PAVING TECHNICIAN LEVEL 1
ASPHALT PAVING TECHNICIAN LEVEL 2

The Agency will need written approval from the Department, if deviating, from the Deliverables shown above.

EXHIBIT “B”
SCHEDULE OF FUNDING
Financial Management Number:

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program Number	Funding Source	State Fiscal Year	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
436040-2	STTF	16/17	55.032	Economic Development Transportation Projects – Road Fund	\$300,000.00	088865
Total Award					\$300,000.00	

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of State Financial Assistance (CSFA) [<https://apps.fldfs.com/fsaa/catalog.aspx>]. The services/purposes for which the funds are to be used are included in the Agreement scope of services/work. Any match required by the recipient is clearly indicated in the Agreement.

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EXHIBIT “C”
AGENCY RESOLUTION

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EXHIBIT “D”

NOTICE OF COMPLETION AND ENGINEER’S CERTIFICATION OF COMPLIANCE

NOTICE OF COMPLETION

ECONOMIC DEVELOPMENT TRANSPORTATION PROJECT FUND AGREEMENT

Between

THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

and Town of Southwest Ranches

PROJECT DESCRIPTION: Guardrail Installation along Stirling Road from SW 148th Avenue to SW 142nd Avenue; and from SW 136th Avenue to the 12600 Block

FINANCIAL MANAGEMENT ID# 436040-2-54-01

In accordance with the Terms and Conditions of the Economic Development Transportation Project Fund Agreement, the undersigned provides notification that the work authorized by this Agreement is complete as of _____, 20_____.

By: _____

Name: _____

Title: _____

ENGINEER’S CERTIFICATION OF COMPLIANCE

In accordance with the Terms and Conditions of the Economic Development Transportation Project Fund Agreement, the undersigned certifies that all work which originally required certification by a Professional Engineer has been completed in compliance with the Project construction plans and specifications. If any deviations have been made from the approved plans, a list of all deviations, along with an explanation that justifies the reason to accept each deviation, will be attached to this Certification. Also, with submittal of this certification, the Agency shall furnish FDOT a set of “as-built” plans certified by the Engineer of Record/CEI.

By: _____, P.E.

SEAL:

Name: _____

Date: _____

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EXHIBIT “E”

**STATE FINANCIAL ASSISTANCE
(FLORIDA SINGLE AUDIT ACT)**

STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

Awarding Agency: Florida Department of Transportation
State Project Title: ECONOMIC DEVELOPMENT TRANSPORTATION PROJECTS – ROAD FUND
CSFA Number: 55.032
***Award Amount:** \$300,000.00

*The state award amount may change with supplemental agreements

Specific project information for CSFA Number 55.032 is provided at:
<https://apps.fldfs.com/fsaa/searchCatalog.aspx>

**COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED
PURSUANT TO THIS AGREEMENT:**

State Project Compliance Requirements for CSFA Number 55.032 are provided at:
<https://apps.fldfs.com/fsaa/searchCompliance.aspx>

The State Projects Compliance Supplement is provided at: <https://apps.fldfs.com/fsaa/compliance.aspx>

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Town of Southwest Ranches
13400 Griffin Road
Southwest Ranches, FL 33330-2628

(954) 434-0008 Town Hall
(954) 434-1490 Fax

Town Council
Jeff Nelson, Mayor
Doug McKay, Vice-Mayor
Freddy Fisikelli, Council Member
Steve Breitzkreuz, Council Member
Gary Jablonski, Council Member

Andrew D. Berns, Town Administrator
Keith M. Poliakoff, JD, Town Attorney
Russell Muniz, Assistant Town Administrator/Town Clerk
Martin D. Sherwood, CPA, CGMA, CGFO, Town Financial Administrator

COUNCIL MEMORANDUM

TO: Honorable Mayor Nelson and Town Council
VIA: Andrew D. Berns, Town Administrator
FROM: Martin D. Sherwood, Town Financial Administrator
DATE: 11/10/2016
SUBJECT: FY 2015 / 2016 Year-end Budget Adjustment

Recommendation

It is recommended that the Town Council adopt the attached resolution adjusting the FY 15/16 Town Budget as presented to prevent Departmental expenditures from exceeding budgeted approved Departmental appropriations.

Strategic Priorities

A. Sound Governance

Background

Each municipality within the State of Florida is required by State Statute to adopt a balanced budget through a formal public process and to not exceed the appropriations adopted through that process. For the Town of Southwest Ranches, the level for assessing expenditures and appropriations is at the Fund and Departmental levels. None of the Town's five funds (General, Transportation, Capital Projects, Debt Service or Solid Waste) had expenditures that exceeded their adopted current budget which would result in a violation of State Statute. Additionally, for the fourth consecutive year, the Southwest Ranches Volunteer Fire Rescue, Inc. (a financial reporting component unit) also did not exceed its adopted current budget. However, while none of the funds exceeded budget, a few of the individual Departments did exceed their approved budgets. For each of those Departments the Town, in accordance with

its charter, needs to adjust the impacted departmental budgets. Adoption of the attached resolution including exhibit A “cleans up” the FY 15/16 budget for Town charter compliance.

Fiscal Impact/Analysis

For the second fiscal year in a row, four of the five Town funds need no revision as no allocation centers (Departments) exceeded budget. The only fund which needs to be addressed is the General Fund. Within that fund, one department requires a budgeted line item adjustment to “true-up” between offsetting revenue and expenditure accounts while three departments exceeded their appropriations. The impacted departments are: 1) Legislative, 2) Town Attorney, 3) Building - Permitting Services and 4) Code Enforcement/Zoning Services, respectively.

Legislative expenditures (with offsetting Scholarship Education Advisory Board fund raising revenues) pertaining to scholarships granted were higher than budgeted (\$3,200). Town Attorney’s expenditures were exceeded due to continued extraordinary and unanticipated litigation, including Code Enforcement on behalf of the Town (\$57,785). The higher Town Attorney expenditures were partly offset by an overall increase in code enforcement recoveries. Building - Permitting Services Department expenditures were higher due to regulatory and/or contractual costs associated with additional permitting and inspection activities (\$232,769). This expense was offset by increased revenues received. Finally, Code Enforcement/Zoning Services had greater expenditures (\$9,425) due to higher zoning as well as legal magistrate services rendered.

Fortunately, most revenue collected and accounts receivables pertaining to revenues also exceeded budgetary expectations. By adjusting for these unexpected increases or **decreases** in advalorem taxes (**\$17,113**), utility taxes (\$66,807), franchise fees (\$42,271), communication services taxes (\$15,914), building – permitting fees (\$324,822), In-house engineering fees (\$15,329), fire assessment fees (\$33,249) planning/zoning permit fees (\$5,991), code enforcement/legal recoveries (\$22,310), State Revenue Sharing-Sales Taxes (\$14,526), charges for services-ambulance fees (\$30,040), Judgement & Fines – Traffic Court (\$23,844) and contributions/donations for education/scholarships (\$3,200) and upon reversing the current budget appropriated fund balance of (**\$278,012**), the above mentioned departmental expenditures are balanced and the utilization of General Fund unassigned Fund Balance (reserves) are reduced. **Therefore, this resolution increases the total current budget of the General Fund for Fiscal Year 2015 / 2016 by \$303,179 without the need to use any General Fund unassigned Fund Balance (reserves) except for the amount previously budgeted for the Towns public purpose land acquisition (\$2,097,500).**

Staff Contact:

Martin D. Sherwood, Town Financial Administrator
Richard Strum, Controller

ATTACHMENTS:

Description	Upload Date	Type
Budget Amend Reso - TA Approved	11/2/2016	Resolution

RESOLUTION NO. 2017 -

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF
SOUTHWEST RANCHES, FLORIDA, APPROVING A YEAR END
BUDGET ADJUSTMENT FOR THE FISCAL YEAR 2015/2016
BUDGET; AND PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, on September 29, 2015, pursuant to Ordinance No. 2015-007, the Town Council approved and adopted the fiscal year 2015/2016 budget; and

WHEREAS, State law and the Town's Ordinance adopting the fiscal year 2015/2016 budget provides for the adjustment of the approved and adopted budget Ordinance via a Resolution; and

WHEREAS, the Town of Southwest Ranches operates as a municipality within the State of Florida and is subject to the laws of the State of Florida related to Municipal Finance; and

WHEREAS, one such provision of law prohibits the expenditure of funds in excess of adopted appropriations; and

WHEREAS, in accordance with the external auditor requirements, and sound budgetary process, year-end budget adjustments are necessary within 60 days of fiscal year end in order to balance the Fiscal Year (FY) 2015/2016 Budget to comply with Florida State Statutes; and

WHEREAS, The Town Council has determined that it is desirable to adjust the Fiscal Year 2015/2016 Adopted Budget to account for variances in actual expenditures and revenues in relation to the current Fiscal Year 2015/2016 Budget;

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Southwest Ranches, Florida:

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

Section 2: Authorization. The Town Council of the Town of Southwest Ranches does hereby approve the year-end budget adjustment for Fiscal Year 2015/2016 as attached hereto and incorporated herein by reference as Exhibit "A".

Section 3: Effective Date. This Resolution shall become effective immediately upon its adoption and retroactive for budget Year 2015/2016.

PASSED AND ADOPTED by the Town Council of the Town of Southwest

Ranches, Florida, this __ day of _____, 2016 on a motion by _____

and seconded by _____.

McKay _____
Breitkreuz _____
Fisikelli/Neunzig _____
Jablonski _____
Schroeder/Kuczenski _____

Ayes _____
Nays _____
Absent _____

Doug McKay, Mayor

ATTEST:

Russell Muñiz, Assistant Town Administrator/Town Clerk

Approved as to Form and Correctness:

Keith M. Poliakoff, J.D., Town Attorney

113631244.1

EXHIBIT A

TOWN OF SOUTHWEST RANCHES
FYE 2015 / 2016 BUDGET ADJUSTMENTS

General Fund Revenue	FY 15/16 Current Budget	Budget Change- Increase/ (Decrease)	FY 15/16 Revised Current Budget	Explanation
Advalorum Taxes	5,123,150	(17,113)	5,106,037	Advalorum tax collections less than anticipated
Utility Taxes	768,898	66,807	835,705	Unanticipated collections
Franchise Fees	580,456	42,271	622,727	Unanticipated collections
Communication Svcs Taxes	375,670	15,914	391,584	Unanticipated collections
Building - Permitting Fees	431,818	324,822	756,640	Town permitting/inspection fees higher than anticipated
In-house Engineering Fees	50,000	15,329	65,329	In-house Engineering fees higher than anticipated
Fire Assessment Fees	1,695,440	33,249	1,728,689	Fire Assessment collections higher than anticipated
Planning/Zoning Permit Fees	100,500	5,991	106,491	P&Z Permitting fees higher than originally anticipated
Code Enforcement/Legal Recoveries	160,000	22,310	182,310	Code/Lien enforcement recoveries higher than anticipated
SRS-1/2 cent Sales Taxes	468,854	14,526	483,380	State revenue sharing higher than anticipated
Charges for Services-Ambulance Fees	121,200	30,040	151,240	Public Safety-Ambulance Fee collections higher than anticipated
Judgement & Fines - Traffic Court	89,542	23,844	113,386	Traffic Court violations/collections higher than anticipated
Contrib/Donations-Educ/Scholarships	7,500	3,200	10,700	Higher donations received & granted than budgeted (\$10,700-\$7,500)
Appropriated Fund Balance	2,375,512	(278,012)	2,097,500	Reduction in anticipated utilization of Fund Balance (reserves)
		\$303,179	Total increase to budgeted revenues (net)	
General Fund Department	FY 15/16 Current Budget	Budget Change- Increase/ (Decrease)	FY 15/16 Revised Current Budget	Explanation
Legislative	12,600	3,200	15,800	Higher aid granted for Scholarships than budgeted (\$10,700-\$7,500)
Town Attorney	325,000	57,785	382,785	Extraordinary/Unanticipated (incl. Code Enforcement) Litigation
Building - Permitting Services	300,000	232,769	532,769	Permit processing costs offset by increased revenues per above
Code Enforcement/Zoning Services	67,000	9,425	76,425	Zoning and hearing costs higher than originally budgeted
		\$303,179	Total increase to budgeted expenditures (net)	

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Town of Southwest Ranches
13400 Griffin Road
Southwest Ranches, FL 33330-2628

(954) 434-0008 Town Hall
(954) 434-1490 Fax

Town Council
Jeff Nelson, Mayor
Doug McKay, Vice-Mayor
Freddy Fisikelli, Council Member
Steve Breitzkreuz, Council Member
Gary Jablonski, Council Member

Andrew D. Berns, Town Administrator
Keith M. Poliakoff, JD, Town Attorney
Russell Muniz, Assistant Town Administrator/Town Clerk
Martin D. Sherwood, CPA, CGMA, CGFO, Town Financial Administrator

COUNCIL MEMORANDUM

TO: Honorable Mayor Nelson and Town Council
VIA: Andrew D. Berns, Town Administrator
FROM: Rod Ley, P.E., Town Engineer
DATE: 11/10/2016
SUBJECT: Geographic Information System (GIS)

Recommendation

Consideration of a Resolution approving the purchase of Geographic Information System (GIS) software and training in accordance with Council policy.

Strategic Priorities

- A. Sound Governance
- B. Enhanced Resource Management
- C. Reliable Public Safety
- D. Improved Infrastructure

Background

This request is to purchase Geographic Information System (GIS) software and training. GIS will expand every department's capabilities, including, but not limited to Public Works, Community Services, Engineering, Planning, Zoning, Code Enforcement, Building, Emergency Services, Finance, and Parks, Recreation and Open Space.

The Town will purchase this software and training will be from a sole source vendor that meets the requirement of the Town's Procurement Code.

Fiscal Impact/Analysis

The cost of the software and training is \$16,640. Funds are available in the Fiscal Year 2017 General Fund - Non Departmental expenditures budget (Account # 001-3900-519-64100 – Machinery and Equipment) pursuant to a program modification included within the adopted FY 2017 budget. Annual maintenance costs are estimated to be \$4,000.

Staff Contact:

Rod Ley, P.E., Town Engineer

ATTACHMENTS:

Description	Upload Date	Type
Resolution - TA Approved	11/2/2016	Resolution
Exhibit A - ESRI Quote	11/2/2016	Exhibit
ESRI Sole Source Letter	10/18/2016	Backup Material
Procurement - Sole Source Form	10/18/2016	Backup Material

RESOLUTION 2017-_____

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING THE PURCHASE OF GEOGRAPHIC INFORMATION SYSTEM (GIS) SOFTWARE AND TRAINING FROM ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC. (ESRI); AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO EXECUTE THE PURCHASE ORDER IN THE AMOUNT OF SIXTEEN THOUSAND SIX HUNDRED FORTY DOLLARS (\$16,640); AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town desires to purchase Geographic Information System (GIS) software and training; and

WHEREAS, GIS will expand every department's capabilities, including, but not limited to, Public Works, Community Services, Engineering, Planning, Zoning, Code Enforcement, Building, Emergency Services, Finance, and Parks and Recreation; and

WHEREAS, Environmental Systems Research Institute, Inc. (ESRI) is a sole source vendor for this software; and

WHEREAS, the cost of the software and training is Sixteen Thousand Six Hundred Forty Dollars (\$16,640); and

WHEREAS, this purchase is specifically named in the Fiscal Year 2016-2017 Town Budget (Account # 001-3900-519-64100 – Machinery and Equipment); and

WHEREAS, the Town of Southwest Ranches desires to purchase this software under the terms and conditions set forth hereinafter.

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Southwest Ranches, Florida:

Section 1. The above-referenced recitals are true and correct and are incorporated herein by reference.

Section 2. The Town Council hereby approves the Purchase Order to ESRI providing for the purchase of GIS Software and training as outlined in the quote attached hereto as Exhibit "A."

Section 3. The Town Council hereby authorizes the Mayor, Town Administrator, and the Town Attorney to enter into the Purchase Order in substantially the same form as that attached hereto as Exhibit "A," and to make such modifications, additions, and/or deletions that they deem necessary and proper to effectuate the intent of this Resolution.

Section 4. That this Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED by the Town Council of the Town of Southwest Ranches, Florida, this ___ day of ____, 2016 on a motion by _____ and seconded by _____.

McKay	_____	Ayes	_____
Breitkreuz	_____	Nays	_____
Fisikelli/Neunzig	_____	Absent	_____
Jablonski	_____		
Schroeder/Kuczenski	_____		

Doug McKay, Mayor

ATTEST:

Russell Muñiz, Assistant Town Administrator/Town Clerk

Approved as to Form and Correctness:

Keith M. Poliakoff, J.D., Town Attorney



ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC.
3325 Springbank Ln, Ste 200
Charlotte, NC 28226-3343
Phone: (704) 541-9810 Fax: (704) 541-7620
DUNS Number: 06-313-4175 CAGE Code: 0AMS3

*To expedite your order, please attach a copy of
this quotation to your purchase order.
Quote is valid from: 11/02/2016 To: 01/31/2017*

Quotation # 20496985

Date: November 2, 2016

Customer # 537312 Contract #

Town of Southwest Ranches
13400 Griffin Road
Southwest Ranches, FL 33330

ATTENTION: Russell Muniz
PHONE: (954) 434-0008
FAX: (954) 434-1490

Material	Qty	Description	Unit Price	Total
86353	1	ArcGIS for Desktop Standard Concurrent Use License	7,000.00	7,000.00
130573	1	ArcGIS Online Level 1 Plan; Includes Up to 5 Named Users and 2,500 Service Credits	2,500.00	2,500.00
127775	2	ArcGIS 1: Introduction to GIS at Esri Site 2 Days per Seat Instructor Led Training	1,130.00	2,260.00
127782	2	ArcGIS 2: Essential Workflows at Esri Site 3 Days per Seat Instructor Led Training	1,695.00	3,390.00
147615	5	User Workflows for ArcGIS Online Organizations (Half Day Workshop) per Seat Instructor Led Online Classroom	185.00	925.00
Item Total:				16,075.00
Subtotal:				16,075.00
Sales Tax:				0.00
Estimated Shipping & Handling(2 Day Delivery) :				0.00
Contract Pricing Adjust:				0.00
Total:				\$16,075.00

The following items are optional items listed for your convenience.
These items are not included in the totals of this quotation.

Material	Qty	Description	Unit Price	Total
118620	1	Working with CAD Data in ArcGIS Desktop Online Course 1 Day (Approximately 8 Hours) per Seat Instructor Led Online Classroom	565.00	565.00
86497	1	ArcGIS Desktop Standard Concurrent Use Primary Maintenance	1,500.00	1,500.00
130573	1	ArcGIS Online Level 1 Plan; Includes Up to 5 Named Users and 2,500 Service Credits	2,500.00	2,500.00

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact: Robyn Garrett

Email: rgarrett@esri.com

Phone: (704) 541-9810 x8640

The items on this quotation are subject to the terms set forth herein and the terms of your signed agreement with Esri, if any, or, where applicable, Esri's standard terms and conditions at www.esri.com/legal, which are incorporated by reference. Federal government entities and government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Acceptance is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's products and services.

If sending remittance, please address to: Esri, File No. 54630, Los Angeles, Ca 90074-4630.

Page 133 of 161



ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC.
3325 Springbank Ln, Ste 200
Charlotte, NC 28226-3343
Phone: (704) 541-9810 Fax: (704) 541-7620
DUNS Number: 06-313-4175 CAGE Code: 0AMS3

*To expedite your order, please attach a copy of
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Customer # 537312 Contract #

Town of Southwest Ranches
13400 Griffin Road
Southwest Ranches, FL 33330

ATTENTION: Russell Muniz
PHONE: (954) 434-0008
FAX: (954) 434-1490

If you have made ANY alterations to the line items included in this quote and have chosen to sign the quote to indicate your acceptance, you must fax Esri the signed quote in its entirety in order for the quote to be accepted. You will be contacted by your Customer Service Representative if additional information is required to complete your request.

If your organization is a US Federal, state, or local government agency; an educational facility; or a company that will not pay an invoice without having issued a formal purchase order, a signed quotation will not be accepted unless it is accompanied by your purchase order.

In order to expedite processing, please reference the quotation number and any/all applicable Esri contract number(s) (e.g. MPA, ELA, SmartBuy, GSA, BPA) on your ordering document.

BY SIGNING BELOW, YOU CONFIRM THAT YOU ARE AUTHORIZED TO OBLIGATE FUNDS FOR YOUR ORGANIZATION, AND YOU ARE AUTHORIZING ESRI TO ISSUE AN INVOICE FOR THE ITEMS INCLUDED IN THE ABOVE QUOTE IN THE AMOUNT OF \$_____, PLUS SALES TAXES IF APPLICABLE. DO NOT USE THIS FORM IF YOUR ORGANIZATION WILL NOT HONOR AND PAY ESRI'S INVOICE WITHOUT ADDITIONAL AUTHORIZING PAPERWORK.

Please check one of the following:

☐ I agree to pay any applicable sales tax.

☐ I am tax exempt, please contact me if exempt information is not currently on file with Esri.

Signature of Authorized Representative

Date

Name (Please Print)

Title

The quotation information is proprietary and may not be copied or released other than for the express purpose of system selection and purchase/license. This information may not be given to outside parties or used for any other purpose without consent from Environmental Systems Research Institute, Inc. (Esri).

Any estimated sales and/or use tax reflected on this quote has been calculated as of the date of this quotation and is merely provided as a convenience for your organization's budgetary purposes. Esri reserves the right to adjust and collect sales and/or use tax at the actual date of invoicing. If your organization is tax exempt or pays state tax directly, then prior to invoicing, your organization must provide Esri with a copy of a current tax exemption certificate issued by your state's taxing authority for the given jurisdiction.

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact: Robyn Garrett

Email: rgarrett@esri.com

Phone: (704) 541-9810 x8640

The items on this quotation are subject to the terms set forth herein and the terms of your signed agreement with Esri, if any, or, where applicable, Esri's standard terms and conditions at www.esri.com/legal, which are incorporated by reference. Federal government entities and government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Acceptance is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's products and services.

If sending remittance, please address to: Esri, File No. 54630, Los Angeles, Ca 90074-4630.

Page 134 of 161



ESRI QUOTATION TERMS AND CONDITIONS

Esri, 380 New York St., Redlands, CA 92373-8100 USA • TEL 909-793-2853 • FAX 909-793-5953

All quotations are valid for ninety (90) days unless otherwise stated on the quotation form. These prices and terms are valid only for items purchased for use and delivery within the United States.

This quotation information is proprietary and may not be copied or released other than for the express purpose of the current system selection and purchase. This information may not be given to outside parties or used for any other purpose without written consent from Environmental Systems Research Institute, Inc. (Esri).

To expedite your order, please reference the quotation number on your purchase order.

ORDER PROCESS

The order process is initiated when Esri receives an original purchase order or some form of advance payment. Several additional documents (e.g., Master License Agreement, credit application, Tax Exemption Certificate) may be required to complete the order process. Generally, the need for these documents varies by the type of software, data, web-enabled services, subscriptions, professional services, or other products ordered, which is determined upon receipt of the purchase order (or advance payment). If delivery must be expedited, please contact your marketing representative for assistance.

IMPORTANT! Collectively, these documents contain the authorizations and information necessary to ship proper versions of the software or data on the correct media or to initiate web-enabled services, subscriptions, or professional services. Please return them promptly to avoid unnecessary delays in shipping or delivery. Please return all documents to Esri Customer Service, or as otherwise directed.

Please show the following remittance address on your purchase order:

Esri, File No. 54630, Los Angeles, CA 90074-4630

ESRI LICENSE AGREEMENTS

All Esri software, data, web-enabled services, and subscriptions offered in this quotation are commercial off-the-shelf items developed at private expense and subject to Esri commercial license terms. You may have a signed license agreement on file that covers this order. If so, please reference the license agreement number on your purchase order. Unless a signed license is on file with Esri, Esri software, data, web-enabled services, and subscriptions are subject to the Esri License Agreement included with the deliverable item as an online or click-through agreement. A copy is enclosed. Certain software or data requires a Master License Agreement signed by both parties. Professional services agreements may also include license terms.

Some Esri software is copy protected with a software keycode or hardware key, and some software, data, web-enabled services, or subscriptions require registration or a password. You will be given instructions to access the keycode, register, or obtain a password through the Esri website or by other means.

MAINTENANCE

After expiration of any complimentary period of maintenance that may apply to the licensed software, Esri will quote maintenance payable annually in advance. A reinstatement fee applies when maintenance has lapsed.

DATA AND ONLINE SERVICES DISCLAIMER

Data and Online Services may contain some nonconformities, defects, errors, or omissions. **THE DATA AND ONLINE SERVICES ARE PROVIDED "AS-IS" WITHOUT WARRANTY OF ANY KIND.** Without limiting the generality of the preceding sentence, Esri and its licensors do not warrant that the data and Online Services will meet Licensee's needs or expectations, that the use of the data or Online Services will be uninterrupted, or that all nonconformities can or will be corrected. Esri and its licensors are not inviting reliance on this data or Online Services, and Licensee should always verify actual data or Online Services.

DELIVERY

FOB Redlands, CA, USA

Software: Allow five (5) days from Esri's receipt of purchase order, signed Software License Agreement(s), and other documents, as required.

Hardware: Manufacturer's terms apply. Lead times depend on make/models purchased.

Note: Standard delivery method is ground or two (2)-day air for software and surface carrier for hardware. Actual delivery method may vary depending on weight. Other services are available for an additional fee (e.g., overnight delivery).

PAYMENT TERMS

Net thirty (30) days, on approved credit. Orders less than eight hundred dollars (\$800) require prepayment by check or credit card unless your organization is a government agency, university, college, or Fortune 500 company.

TAXES

This quote includes applicable sales or use taxes for the prices quoted as required by law. The tax amount may change depending on the time lapse between this quote and your order to us. Esri will include applicable sales or use taxes on your invoice unless you provide proof with your order that your organization or use of the product is tax exempt.



LICENSE AND SERVICES AGREEMENT

Esri, 380 New York St., Redlands, CA 92373-8100 USA • TEL 909-793-2853 • FAX 909-793-5953

This License and Services Agreement ("**Agreement**") is between the entity shown below ("**Customer**") and Environmental Systems Research Institute, Inc. ("**Esri**"), a California corporation with a place of business at 380 New York Street, Redlands, California 92373-8100 USA.

This Agreement is the sole and entire agreement of the parties as to the subject matter of this Agreement and supersedes any previous agreements, understandings, and arrangements relating to such subject matter. All attachments and addendums to this Agreement are incorporated and made part of this Agreement. The Agreement comprises this signature page, the terms and conditions that begin on the following page, and all referenced attachments and addendums. Additional or conflicting terms in any Ordering Documents exchanged during the ordering process, other than the terms of this Agreement, Product or Service descriptions, quantities, pricing, and delivery instructions, are void and of no effect. Neither party has relied on any statement, representation, or warranty not expressly stated in this Agreement. Any modification(s) or amendment(s) to this Agreement must be in writing and signed by both parties.

The parties may sign this Agreement in counterparts or via electronic signatures; such execution is valid even if an original paper document bearing both parties' original signatures is not delivered. This Agreement is executed and effective as of the last date signed below.

The authorized representatives of each party accept and agree to the terms of this Agreement by signing below:

_____ (Customer)	ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC. (Esri)
Legal Address: _____	380 New York Street, Redlands, CA 92373
By: _____ Authorized Signature	By: _____ Authorized Signature
Printed Name: _____	Printed Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

Customer Contact Information

Contact: _____	Telephone: _____
Address: _____	Fax: _____
City, State, ZIP: _____	Email: _____

1.0 GENERAL GRANT OF RIGHTS AND RESTRICTIONS

1.1 Attachment A contains definitions of capitalized terms used throughout this Agreement. Each section of this Agreement may include additional definitions that are used exclusively within that section.

1.2 Grant of Rights. In consideration of Customer's payment of all applicable fees and in accordance with this Agreement, Esri grants to Customer a personal, nonexclusive, nontransferable right to

- a. Use the Esri Offerings as set forth in the Documentation and applicable Ordering Documents;
- b. Copy and make derivative works of the Documentation for Customer's own internal use in conjunction with Customer's authorized use of Products. Customer will include the following copyright attribution notice acknowledging the proprietary rights of Esri and its licensors in any derivative work:

"Portions of this document include intellectual property of Esri and its licensors and are used under license. Copyright © [Customer will insert the actual copyright date(s) from the source materials.] Esri and its licensors. All rights reserved."

The grants of rights in this section (i) continue for the duration of the subscription or applicable Term or perpetually if no Term is applicable or identified in the Ordering Documents and (ii) are subject to additional rights and restrictions in this Agreement including Attachment B.

1.3 Consultant or Contractor Access. Customer may authorize its consultants or contractors to use Esri Offerings exclusively for Customer's benefit. Customer will be solely responsible for its consultants' and contractors' compliance with this Agreement and will ensure that each consultant or contractor discontinues use of the Esri Offerings upon completion of work for Customer. Access to or use of Esri Offerings by consultants or contractors that is not exclusively for Customer's benefit is prohibited.

1.4 Evaluation and Beta Licenses. Products acquired under an evaluation license or subscription or under a Beta program are intended for evaluation and testing purposes only and not for commercial use. Any such use is at Customer's own risk, and the Products do not qualify for Maintenance. If Customer does not convert to a purchased license or subscription prior to the expiration of the evaluation term, Customer may lose any content and customizations made during the evaluation term. If Customer does not wish to purchase a license or subscription, Customer should export such content before the end of Customer's evaluation period.

1.5 Educational Programs. Customer agrees to use Esri Offerings provided under an educational program solely for educational purposes during the educational use Term. Customer shall not use Products for any Administrative Use unless Customer has acquired an Administrative Use license. "**Administrative Use**" means administrative activities that are not directly related to instruction or education, such as asset mapping, facilities management, demographic analysis, routing, campus safety, and accessibility analysis. Customer shall not use Products for revenue-generating or for-profit purposes.

1.6 Grant Programs. Customer may use Esri Offerings provided under a grant program for noncommercial purposes only. Except for cost recovery of using and operating the Esri Offerings, Customer shall not use Esri Offerings for revenue-generating or for-profit purposes.

1.7 Other Esri Limited-Use Programs. If Customer acquires Esri Offerings under any limited-use program not listed above, Customer's use of the Esri Offerings may be subject to the terms set forth in the applicable launching page or enrollment form or as described on Esri's website in addition to the non-conflicting terms of this Agreement.

1.8 Reservation of Rights. All Esri Offerings are the copyrighted works of Esri or its licensors; all rights not specifically granted in this Agreement are reserved.

2.0 SOFTWARE TERMS OF USE

2.1 License Types. Esri licenses Software under the following license types:

- a. **Concurrent Use License:** Customer may install and use the Software on computer(s) on a network, but the number of simultaneous users may not exceed the number of licenses acquired. A Concurrent Use License includes the right to run passive failover instances of Concurrent Use License management software in a separate operating system environment for temporary failover support.
- b. **Deployment License:** Customer may incorporate ArcGIS Runtime components in Value-Added Applications and distribute the Value-Added Applications to Customer's end users.
- c. **Deployment Server License:** Customer may use the Software under a Server License for all uses permitted in the Agreement and as described in the Documentation.
- d. **Development Server License:** Customer may use the Software under a Server License to build and test Value-Added Applications as described in the Documentation.
- e. **Development Use:** Customer may install and use the Software to build and test Value-Added Applications as described in the Documentation.
- f. **Dual Use License:** Customer may install the Software on a desktop computer and use it simultaneously with either a personal digital assistant (PDA) or handheld mobile computer as long as the Software is only used by a single individual at any time.
- g. **Failover License:** Customer may install Software on redundant systems for failover operations, but the redundantly installed Software may be operational only during the period the primary site is nonoperational. Except for system maintenance and updating of databases, the redundant Software installation(s) will remain dormant while the primary site (or any other redundant site) is operational.
- h. **Redistribution License:** Customer may reproduce and distribute the Software provided that
 - 1. Customer reproduces and distributes the Software in its entirety;
 - 2. A license agreement that protects the Software to the same extent as this Agreement accompanies each copy of the Software, and the recipient agrees to the terms and conditions of the license agreement;
 - 3. Customer reproduces all copyright and trademark attributions and notices; and
 - 4. Customer does not charge others a fee for the use of the Software.
- i. **Server License:** Customer may install and use the Software on a server computer. Server licenses may be subject to a limited number of server cores or distributed deployment on multiple servers as described in the Ordering Documents or Documentation. If the Software description includes failover use, each Server License includes a Failover License.
- j. **Single Use License:** Customer may permit a single authorized end user to install and use the Software on a single computer. Customer may permit the single authorized end user to install a second copy for the end user's exclusive use on a second computer as long as only 1 copy of Software is in use at any time. No other end user may use Software under the same license at the same time for any other purpose.
- k. **Staging Server License:** Customer may use the Software under a Server License to build and test Value-Added Applications and map caches; conduct user acceptance, performance, and load testing of other third-party software; stage new commercial data updates; and conduct training activities as described in the Documentation. Customer may use Value-Added Applications and map caches with Development and Deployment Servers.

2.2 Permitted Uses

- a. Customer may
 - 1. Install, access, or store Software and Data on electronic storage device(s);
 - 2. Make archival copies and routine computer backups;
 - 3. Install and use a newer version of Software concurrently with the version to be replaced during a reasonable transition period not to exceed 6 months, provided that the deployment of either version does not exceed Customer's licensed quantity; thereafter, Customer will not use more Software in the aggregate than Customer's total licensed quantity. This does not apply to Software licensed for Development Use.

4. Move the Software in the licensed configuration to a replacement computer;
 5. Distribute to third parties Software and any associated Authorization Codes required for use of a Deployment License; and
 6. Use server Software for Commercial ASP Use if Customer has procured a Commercial ASP Use license or is a governmental or not-for-profit organization that operates a website or offers an Internet service on a cost-recovery basis and not for profit.
- b. Customer may customize Software using any macro or scripting language, APIs, or source or object code libraries, but only to the extent that such customization is described in Documentation.
 - c. Customer may use all fonts provided with the Software for any authorized use of the Software. Customer may also use Esri fonts separately to print any output created by the Software. Any use restrictions for third-party fonts included with the Software are set forth in the font file itself.
 - d. Addendum 1 provides Product-specific terms of use for individual Software. Esri may issue updates to Addendum 1 from time to time.

2.3 Maintenance. Esri will provide Maintenance in accordance with the Esri Maintenance and Support Program if Customer is in the United States. Customers outside the United States may obtain Maintenance from their local Esri distributor under the distributor's own terms.

3.0 ONLINE SERVICES TERMS OF USE

3.1 Definitions. The following definitions supplement the definitions provided in Attachment A:

- a. **"Anonymous Users"** means all who have public access (i.e., without having to provide a Named User Credential) to any part of Customer Content or Value-Added Applications. Customer may enable Anonymous Users to access its Content or Value-Added Applications by publishing them through the use of the Sharing Tools, included with Customer's authorized use of the Online Services.
- b. **"App Login Credential"** means a system-generated application login and associated password provided by registering a Value-Added Application with ArcGIS Online, which can be embedded in a Value-Added Application to enable the Value-Added Application to access and use Online Services.
- c. **"Service Credit(s)"** means a unit of exchange that is allocated with an Online Services subscription in an amount specified in the Ordering Document.
- d. **"Sharing Tools"** means publishing capabilities included with Online Services and ArcGIS Website that allow Customer to make Customer Content and Value-Added Applications available to third parties and/or Anonymous Users.

3.2 Subscription to Online Services. Esri provides Online Services subscriptions under the following terms. Addendum 1 also provides Product-specific terms of use for individual Online Services.

3.3 Provision of Subscription Online Services. For subscription Online Services, Esri will

- a. Provide Online Services to Customer in accordance with the Documentation;
- b. Provide Maintenance in accordance with the Esri Maintenance and Support Program if Customer is in the United States. Customers outside the United States may obtain Maintenance from Esri's distributor under the distributor's own terms.
- c. Provide customer support in accordance with Esri's standard customer support policies and any additional support services Customer may purchase; and
- d. Use commercially reasonable efforts to ensure that Online Services will not transmit to Customer any Malicious Code, provided Esri is not responsible for Malicious Code that was introduced to Online Services through Customer's subscription or through third-party Content.

3.4 Access to Value-Added Applications

- a. Named Users have unique, individual login credentials. Named Users have private access to features of Online Services that are not publicly accessible to Anonymous Users.

- b. Customer may use its Online Services subscription to build a Value-Added Application(s) for internal use by Named Users.
- c. Customer may transfer Value-Added Applications to any third party for use in conjunction with the third party's own Online Services subscription.
- d. Customer may not add third parties as Named Users to Customer's Online Services subscription for the purpose of allowing third parties to access Customer's Value-Added Application(s). This restriction does not apply to third parties included within the definition of Named Users.
- e. Customer may not provide a third party with access to ArcGIS Online Services enabled through Customer's ArcGIS Online subscription other than through Customer's Value-Added Application(s). This restriction does not apply to third parties included within the definition of Named Users.
- f. Customer may enable Anonymous Users to access Customer's Value-Added Application(s) running under Customer's own subscription, subject to the following terms:
 - 1. Customer may charge for such access under subscription types that permit use for revenue-generation purposes.
 - 2. Customer may embed an App Login Credential into Value-Added Applications but may not embed a Named User Credential.
 - 3. Customer is responsible for all Service Credits consumed in Anonymous Users' use of Customer's Value-Added Application(s).
 - 4. Customer is solely responsible for providing technical support for Customer's Value-Added Application(s).
 - 5. Customer may not enable Anonymous Users to access Value-Added Applications that are intended for Customer's internal use only; Value-Added Applications used internally require Named User login credentials.

3.5 Customer's Responsibilities

- a. Customer is solely responsible for the development and operation of Customer Content and Value-Added Applications and for its Named Users' compliance with this Agreement. Customer and its Named Users or Anonymous Users (if applicable) are the only persons authorized to access Online Services through Customer's subscription. Named Users' login credentials are for designated Named Users only and may not be shared with other individuals. Customer may assign former Named Users' login credentials to new Named Users if the former users no longer require access to Online Services. Customer will promptly notify Esri if Customer becomes aware of any unauthorized use of Customer's subscription or any other breach of security.
- b. If Customer is using non-Esri application development tools to build an application that accesses Esri's Online Services, Customer must include attribution acknowledging that its application uses Esri Online Services. Guidelines are provided in the Documentation.

3.6 Modifications of Online Services. Esri may change Online Services and associated APIs at any time, subject to 30 days' notice of material changes and 90 days' notice for deprecations. If any modification, discontinuation, or deprecation of Online Services causes a material, adverse impact to Customer's operations, Esri may, at its discretion, attempt to repair, correct, or provide a workaround for Online Services. If a viable solution is not commercially reasonable, Customer may cancel its subscription to Online Services, and Esri will issue a prorated refund.

3.7 Subscription Rate Changes. Esri may increase rates for subscriptions with a term greater than 1 month by notifying Customer at least 60 days prior to expiration of the then-current subscription term. Esri may increase monthly subscription rates upon 30 days' notice.

3.8 Customer Content

- a. *Ownership.* Customer retains all right, title, and interest in Customer Content. Customer hereby grants Esri and Esri's vendors or licensors a nonexclusive, nontransferable, worldwide right to host, run, and reproduce Customer Content solely for the purpose of enabling Customer's use of Online Services. Without Customer's permission, Esri will not access, use, or disclose Customer Content except as reasonably necessary to support Customer's use of Online Services, respond to Customer's requests for customer support, or troubleshoot Customer's subscription or for any other purpose authorized by Customer in writing. If Customer accesses Online Services with an application provided by a

third party, Esri may disclose Customer Content to such third party as necessary to enable interoperation between the application, Online Services, and Customer Content. Esri may disclose Customer Content if required to do so by law or regulation or by order of a court or other government body, in which case Esri will reasonably attempt to limit the scope of disclosure. It is Customer's sole responsibility to ensure that Customer Content is suitable for use with Online Services and for maintaining regular offline backups using the Online Services export and download capabilities.

- b. *Sharing Customer Content.* If Customer elects to share Customer Content using Sharing Tools, then Customer acknowledges that Customer has enabled third parties to use, store, cache, copy, reproduce, (re)distribute, and (re)transmit Customer Content through Online Services. Esri is not responsible for any loss, deletion, modification, or disclosure of Customer Content resulting from use or misuse of Sharing Tools or Online Services, Online Content, ArcGIS Website, Documentation, or related materials. Customer's use of Sharing Tools is at Customer's sole risk.
- c. *Retrieving Customer Content upon Termination.* Upon termination of the Agreement or any trial, evaluation, or subscription, Esri will make Customer Content available to Customer for download for a period of 30 days unless Customer requests a shorter window of availability or Esri is legally prohibited from doing so. Thereafter, Customer's right to access or use Customer Content with Online Services will end, and Esri will have no further obligations to store or return Customer Content.

3.9 Limits on Use of Online Services; Service Credits. Each Online Services subscription includes Service Credits as described in the applicable Ordering Document. Each Service Credit entitles Customer to consume a set amount of Online Services, the amount varying depending on the Online Services that Customer is using. As Customer consumes Online Services, Service Credits are automatically debited from Customer's subscription, up to the maximum number of Service Credits available. Customer may purchase additional Service Credits as needed. Esri will notify Customer's subscription account administrator when Customer's Service consumption reaches approximately 75% of the Service Credits allocated to Customer through Customer's subscription. Esri reserves the right to suspend Customer's access to Online Services that consume Service Credits when Customer consumes all its Service Credits. Esri will promptly restore Customer's access to its Online Services once Customer has purchased additional Service Credits.

3.10 ArcGIS Enterprise with Virtual Cloud Infrastructure. Customer will provide information or other materials related to its Content (including copies of any client-side applications) as reasonably requested to verify Customer's compliance with this Agreement. Esri may monitor the external interfaces (e.g., ports) of Customer Content to verify Customer's compliance with this Agreement. Customer will not block or interfere with such monitoring, but Customer may use encryption technology or firewalls to help keep its Content confidential. Customer will reasonably cooperate with Esri to identify the source of any problem with the ArcGIS Enterprise with Virtual Cloud Infrastructure services that may reasonably be attributed to Customer Content or any end-user materials that Customer controls.

4.0 DATA TERMS OF USE

4.1 Definitions. The following definitions supplement the definitions provided in [Attachment A](#):

- a. **"Business Data"** means information about businesses, demographics, and logistics that enables improved decision-making, optimized internal business processes, increased operational efficiency, new revenues, and competitive advantages over business rivals.
- b. **"Esri Content Package"** means a digital file containing ArcGIS Online basemap content (e.g., raster map tiles, images, vector data) extracted from the ArcGIS Online basemap services.
- c. **"Street Data"** means Data that includes or depicts information about roads, streets, and related features.

4.2 Permitted Uses

- a. Customer may only use Data in connection with the Products with which Esri has provided the Data.
- b. Customer may include representations of the Data in hard copy or static, electronic formats (e.g., PDF, GIF, JPEG) in presentation packages, marketing studies, or other reports or documents containing map images or data summaries derived from the use of Esri Product(s) to third parties subject to restrictions set forth in this License Agreement, provided that Customer affixes an attribution statement to the Data representations acknowledging Esri and/or its applicable licensor(s) as the source of the portion(s) of the Data used for the Data representation.

- c. Customer may take ArcGIS Online basemaps offline through Esri Content Packages and subsequently deliver (transfer) them to any device for use exclusively with licensed ArcGIS Runtime applications, ArcGIS Desktop, and ArcGIS API for Flex apps.
- d. Esri does not acquire any rights in Customer data under this Agreement.

4.3 Use Restrictions

- a. Customer may not act directly or authorize its customers to cobrand Data, use the Data in any unauthorized service or product, or offer Data through or on behalf of any third party.
- b. Customer may not use or allow third parties to use Data for the purpose of compiling, enhancing, verifying, supplementing, adding to, or deleting from compilation of information that is sold, rented, published, furnished, or in any manner provided to a third party.
- c. *Business Data*. Unless authorized in writing, Customer may not use Business Data for any direct marketing purposes, resale publication, or distribution to any third party as part of any mailing list, directory, classified advertising, or other compilation of information.
- d. *Street Data*. Customer may use Street Data for mapping, geocoding, and point-to-point routing purposes. Unless otherwise authorized in writing, Customer may not use Street Data for
 - 1. Real-time navigational guidance, including alerting a user about upcoming maneuvers, such as warning of an upcoming turn, or calculating an alternate route if a turn is missed;
 - 2. Synchronized multivehicle routing; or
 - 3. Route optimization.
- e. *Business Analyst Data*. Data provided with Esri Business Analyst (Server, Desktop) is subject to the following additional terms of use:
 - 1. If Customer orders a license for Esri Business Analyst or Business Analyst (Canadian edition) with a subset of the national dataset (i.e., Region, State, Local), Customer may use only the licensed subset, not any other portion of the national dataset.
 - 2. Data provided with Business Analyst Server may not be cached or downloaded by client applications and devices.

4.4 Supplemental Terms and Conditions for Data. Certain Data licensors require Esri to flow down additional attribution requirements and terms of use to Customer. These flow-down terms are available at <http://www.esri.com/legal/third-party-data>.

5.0 TRAINING TERMS OF SERVICE

The following terms apply to Training that Esri provides directly to Customer. Customers outside the United States may obtain Training from their local Esri distributor under the distributor's own terms.

5.1 Definitions. The following definitions supplement the definitions provided in Attachment A:

- a. **"Customer-Supplied Training Data"** means any digital dataset(s) including, but not limited to, geographic vector data, coordinates, raster data reports, or associated tabular attributes supplied by Customer for use in training.
- b. **"Esri Mobile Lab"** means Esri equipment consisting of laptops preconfigured with Esri Software, Training Materials, hard drives, power cords, and network switches provided to Customer for use in conjunction with Training.
- c. **"Esri Training Event Assistant"** means Customer's primary Esri liaison in organizing Customer site and private training events.
- d. **"Student"** means a registered participant for a specific Training course, Customer coaching services, or training-related services.

5.2 Permitted and Prohibited Uses

- a. Customer may use Training Materials in conjunction with Customer's authorized use of Products for Student's own training purposes. Customer may not use Training Materials to train anyone other than the individual Student who attends the specific training course for which Esri provides the Training Materials.
- b. Customer may run and install 1 copy of Training Materials and reproduce 1 copy of Training Materials. Customer may make 1 additional copy of the original Training Materials for archive purposes only, unless Esri grants in writing the right to make additional copies.
- c. Customer may not (i) separate the component parts of the Training Materials for use on multiple systems or in the cloud, (ii) use the Training Materials in conjunction with any other software package, (iii) merge and compile the Training Materials into a separate database(s) or documents for other analytical uses, or (iv) use audio and/or video recording equipment during a training course.
- d. Esri may issue temporary Product authorizations if Customer has an insufficient number of Products available for Training. Customer may use such Products for Training purposes only and under the terms of this Agreement. Customer will uninstall all deployed Products and return any media provided by Esri upon conclusion of the Training event.
- e. Customer will retain ownership of any Customer-Supplied Training Data.

5.3 Esri's Responsibilities

Esri will

- a. Provide an instructor qualified to conduct the Training;
- b. Provide all necessary Training Materials for Student;
- c. Confirm class approximately 10 business days prior to the scheduled start date; Customer site and private classes confirmation is dependent on receipt of the completed Customer site training request form and intended method of payment; and
- d. If applicable, ship the Esri Mobile Lab to Customer's designated contact.

5.4 Customer's Responsibilities

Customer will

- a. Ensure that all Students have received confirmation from Esri to participate in an Esri Training event. Unregistered students may not view or participate in an online classroom Training event. Esri reserves the right to disconnect any Student who permits access to an unregistered student;
- b. Confirm that all Students meet the minimum prerequisites for the applicable Training event as listed on Esri's Training website;
- c. Submit registrations with a confirmed payment commitment at least 7 business days prior to the scheduled start date. Esri will not confirm reservations for registrations submitted without payment commitment but will instead add the registration to a wait list pending payment confirmation. All wait list reservations are subject to availability;
- d. Provide the Esri Training Event Assistant with a list of the names and email addresses of any Students who are to attend a Customer site or private Training event at least 3 business days before the scheduled start date.
- e. Be responsible for all Student travel arrangements and hold Esri harmless for losses from any nonrefundable travel arrangements due to the denial of Student's participation based on US government export regulation requirements, course scheduling changes, or cancellations;
- f. For classes held at the customer-designated facility, complete a client site training request form; consult with Esri personnel to determine classroom, computer, and network requirements; and provide all such required classrooms, computers, and network access;
- g. Ensure that Student use of Training Materials provided by Esri complies with the terms of this Agreement; and
- h. Assume full responsibility for Student attending Training course(s) under this Agreement. Customer agrees to indemnify Esri, its officers, directors, and employees for any and all claims, liabilities, and expenses (including

reasonable legal fees) arising out of or based on any uncured material breach by Student of the terms and conditions of this Agreement.

- i. If the Esri Mobile Lab is used, Customer will
 1. Immediately report any existing damage to Esri Mobile Lab equipment to the Esri Training Event Assistant upon receipt of the equipment.
 2. Keep Esri Mobile Lab equipment in a secure, locked area between Training event sessions.
 3. Ensure that only Student(s) uses Esri Mobile Lab equipment.
 4. Be responsible for loss of, damage to, and/or theft of Esri Mobile Lab equipment while in Customer's possession.
 5. Maintain sufficient insurance coverage obligations created by this Agreement and by law or regulation.
 6. Allow the Esri instructor to check all Esri Mobile Lab equipment following the completion of Training. Esri will notify Customer in writing of any damage to Esri Mobile Lab equipment due to Student use, excluding normal wear and tear. Customer will be financially responsible for any repair or replacement of equipment resulting from such damage.
 7. Make Esri Mobile Lab equipment available for freight pickup upon the conclusion of the Training event.

5.5 Student Registration and Training Event Change Policy

- a. *Individual Student Seats.* Customer will provide written notice to the Esri Customer Service department at service@esri.com of any Student transfer, cancellation, or substitution requests at least 3 business days before the scheduled start date.
 1. Multiple requests and any requests that occur without the 3 business days' advance notice are subject to a fee, as determined by Esri.
 2. Cancellation of Student registrations that occur without the 3 business days' advance notice are subject to the full Training event fee.
 3. Any substitute Student must be from the same organization as the Student being replaced.
- b. *Customer Site/Private Class/Coaching Services (Training Event).* Customer will provide written notice to Esri Customer Service at service@esri.com of any Training event rescheduling, cancellation, or Student substitution requirements at least 3 business days before the scheduled start date.
 1. Training event rescheduling and cancellations that occur without the 3 business days' advance notice are subject to the full Training event fee. Customer will be responsible for all of Esri's reasonable travel expenses and shipping costs (including Esri Mobile Lab) for all rescheduled or canceled Training events.
 2. Student substitutions that occur without the 3 business days' advance notice are subject to a fee. Any substitute Student must be from the same organization as the Student being replaced.
- c. If cancellation of a Training event is necessary due to causes beyond the party's reasonable control, the affected party is released in full from the 3-business-day notification requirement. The affected party will either reschedule or cancel the Training without incurring any liability.
- d. If Esri is unable to conduct the Training on the scheduled date, Esri will notify Customer at least 3 business days before the scheduled start date.
- e. Esri will not permit any Student who is a resident of a US embargoed country or is listed on any of the various US Government Lists of Parties of Concern or Specially Designated Nationals lists to attend the training event.
- f. *Termination of Agreement.* Students who are currently registered for a training course as of the date of termination of this Agreement may attend the scheduled Training, subject to the terms and conditions of this Agreement.

5.6 Payments

- a. Esri will invoice Customer upon completion of each training course or immediately upon receipt of a purchase order if mutually agreed to by the parties. Customer's payment will be due no later than 30 days after receipt of the invoice.

- b. If Customer is invoiced and pays that invoice prior to the scheduled Training event, then Customer has 1 calendar year from the date of the invoice to consume the Training days. For a multiyear order, the Training days must be consumed by the end date specified on the Esri quotation. Thereafter, all prepaid fees are forfeited.

6.0 PROFESSIONAL SERVICES TERMS

The following terms apply to Professional Services that Esri provides directly to Customer.

6.1 Definitions. The following definitions supplement the definitions provided in Attachment A:

- a. **"Invention(s)"** means patentable inventions, discoveries, innovations, and improvements, excluding Deliverables, relating to the subject matter of a Task Order.
- b. **"Inventor(s)"** means the parties' principals, employees, consultants, or independent contractors that solely or jointly develop Inventions during the course of Esri's performance under a Task Order.
- c. **"Professional Service Package(s)"** means a predefined unit of Professional Services, including travel-related expenses, provided at a firm fixed price.
- d. **"Task Order"** means (i) a mutually signed Ordering Document having substantially the same format as the sample task order shown in Attachment C or (ii) any other agreed-upon Ordering Document for Professional Services.

6.2 Permitted Uses. Customer may use, copy, and modify the Deliverables solely in conjunction with Customer's authorized use of Products.

6.3 Task Orders and Project Schedule

- a. Esri will provide Professional Services and Deliverables as specified in the Task Order.
- b. Each Task Order will specify the period of performance.
- c. Each party will identify, in writing, the project manager, who is responsible for the Professional Services and Deliverables described in Task Orders. By written notice to the other party's technical administrator, either party may replace the project manager at any time with a similarly qualified person.

6.4 Ownership of Deliverables and Inventions

- a. Esri or its licensors own and retain ownership of the Deliverables.
- b. Each party will retain title to any Inventions made or conceived solely by its Inventors during the term of this Agreement, including, but not limited to, such Inventions that Esri's Inventors solely make or conceive while providing technical assistance pursuant to this Agreement. The parties will jointly own any Inventions made or conceived jointly by Inventors from both parties.
- c. The parties will negotiate in good faith and cooperate reasonably in (i) deciding whether or not to seek or maintain, or to continue to seek or maintain, patent protection in any country on any Invention and the extent and scope of such protection and (ii) protecting and enforcing any patents issued on such Invention.

6.5 Acceptance

- a. *For Time and Materials Task Orders.* Professional Services are provided strictly on a time and materials basis subject to the Task Order not-to-exceed funding limit. The Deliverables will be deemed accepted and in compliance with the professional and technical standards of the software industry unless Customer notifies Esri within 10 days after performance.
- b. *For Task Orders with Professional Service Packages.* Professional Services that Esri performs under Professional Service Packages will be deemed accepted unless Customer notifies Esri within 10 days after performance. Customer may purchase additional Professional Service Packages as needed to complete Customer's work requirements.

c. *For Firm Fixed Price Task Orders.* Customer will accept or reject the Deliverables as follows:

1. "DELIVERABLE ACCEPTED" means a Deliverable conforming to applicable Task Order(s) with no more than minor nonconformities. Customer will complete its acceptance review within 10 working days of receiving each Deliverable.
2. "DELIVERABLE ACCEPTED WITH REWORK" means a deliverable substantially conforming to applicable Task Order(s) but having a significant number of identified nonconformities and accepted subject to rework by Esri. Esri will rework the Deliverable for the identified nonconformities and resubmit it within 30 days. Customer will rerun its acceptance review for the nonconformities detected in the initial review within 10 working days of such resubmission and will reclassify the Deliverable as either DELIVERABLE ACCEPTED or DELIVERABLE REJECTED.
3. "DELIVERABLE REJECTED" means a Deliverable that fails to substantially conform to applicable Task Order(s). Esri will rework the Deliverable and resubmit it to Customer within 30 days, at which time Customer will have 10 working days to rerun its acceptance review and reclassify the deliverable as either DELIVERABLE ACCEPTED or DELIVERABLE REJECTED.

Customer may not use any Deliverable in its business operations before acceptance as described in c.1. or c.2. If Customer does not notify Esri in writing within 10 working days after delivery that it has classified the Deliverable as ACCEPTED WITH REWORK or REJECTED in accordance with c.2. or c.3., or if Customer uses the Deliverable in its business operations, the Deliverable will be deemed, as of the first of either of these events to occur, to have been accepted.

6.6 Changes to Scope of Work. The parties may change the general scope of an open Task Order by mutual agreement. To document any agreed-upon scope change that affects the cost or time required to provide a Deliverable, the parties will jointly sign a written amendment to the Task Order that includes an equitable adjustment in the price, schedule, or both.

6.7 Customer Termination for Convenience. Customer may terminate any Task Order at any time on 30 days' written notice to Esri and upon payment to Esri of all amounts due to date pursuant to this Agreement, including reasonable termination expenses and the pro rata contract price for the Task Orders affected.

6.8 Payment; Invoices

a. *For Time and Materials Task Orders*

1. Esri will submit to Customer written monthly invoices to the Customer address provided in the Task Order. The invoices will include the payment due for work performed, including travel time, and any expenses incurred for which the Customer has agreed to reimburse Esri. The amount invoiced for labor will be equal to the number of hours expended during the previous month, multiplied by the rates for labor categories in Attachment D. Esri will invoice meals on a per diem basis in accordance with the full daily limits stated in the most current federal travel regulations. Attachment D includes hourly labor rates for each labor category for the current calendar year. In the first 5 years of this Agreement, Esri may increase hourly labor rates for services in subsequent years in an amount not to exceed the greater of 5% per year or the cumulative increase in the consumer price index (CPI-U) since the last price increase. Other direct costs (ODCs), including travel-related expenses and meals per diem, will include a 15% burden.
2. Esri may reallocate the budget between activities, labor categories, and ODCs as necessary to facilitate the work effort, provided the overall price is not exceeded. If Esri reaches the funded not-to-exceed Task Order value and the activities are not completed, Customer may increase the order funding to allow additional work to be performed, or Esri may stop work without further obligation or liability.

b. *For Professional Service Packages.* Esri will submit an invoice for Professional Service Packages on acceptance of the Task Order unless otherwise agreed. Esri may, at its sole discretion, stop work in order to avoid exceeding the total labor hours or number of days allotted in the applicable Professional Service Package description set forth in the applicable scope of work.

- c. *For Firm Fixed Price Task Orders.* Unless otherwise specified in a Task Order, Esri will prepare and submit monthly invoices based on the percentage of completion for each Deliverable as of the end of the preceding month. Upon acceptance of all Deliverables under a Task Order, the unpaid balance of the total Task Order value is due.

6.9 System and Data Access. Each Task Order will specify any requirement for Customer to give Esri personnel access to Customer's systems or data.

6.10 Restrictions on Solicitation. Neither party will solicit for hire any employee of the other party who is associated with any Professional Services engagement during the term of this Agreement and for a period of 1 year thereafter. This does not restrict either party from publicly advertising positions for hire in newspapers, professional magazines, or Internet postings.

7.0 ESRI MANAGED CLOUD SERVICES

Esri will provide Esri Managed Cloud Services (EMCS) to Customer under the following terms:

7.1 Definitions. The following definitions supplement the definitions provided in Attachment A:

- a. **"EMCS Environment"** means the hardware, Software, Data, and network that Esri provides as part of EMCS.
- b. **"Hosting"** means the business of housing and making accessible Customer Content via the Internet.

7.2 Provision of EMCS

- a. **Requirements Planning.** It is Customer's responsibility to plan for and address with Esri changes to Customer's requirements, such as the need for additional capacity, the update of an application or dataset, or increased level of system availability.
- b. **License to Customer Content.** During the term of the Task Order issued under the Agreement, Customer hereby grants to Esri and its Affiliates permission to use Customer Content to support the provision of EMCS. Such permission shall include, but not be limited to, the grant of rights and license to manipulate, publish, distribute, and implement Customer Content within the EMCS Environment in any reasonable manner needed to support the provision of EMCS.
- c. **Compensation and Expenses.** Esri will invoice Customer for the one-time setup fee upon Task Order execution. Thereafter, Esri will invoice Customer on a monthly basis for the EMCS to be provided the following month. Customer will pay invoices within 30 days of receipt. Customer is responsible for any shipping or temporary storage costs incurred during the delivery of Customer Content to Esri or removal of Customer Content from the EMCS Environment.
- d. **Risk of Loss.** Risk of loss for all Customer Content shall at all times remain with Customer, and it is Customer's sole responsibility to maintain regular backups of Customer Content. Risk of loss for the EMCS Environment shall at all times remain with Esri.
- e. **Personally Identifiable Information.** Prior to providing any Customer Content under this Agreement, Customer shall notify Esri if Customer Content includes personally identifiable information.
- f. **Public Software.** Customer may not use, and may not authorize its end users to use, any software, documentation, or other material that contains or is derived (in whole or in part) from any software, documentation, or other material distributed as free software, open-source software (e.g., Linux), or other similar licensing or distribution models, including, but not limited to, software, documentation, or other material licensed or distributed under any of the following license or distribution models or license or distribution models similar to any of the following: (i) the GNU General Public License (GPL), Lesser/Library GPL (LGPL), or Free Documentation License; (ii) the Artistic License (e.g., Perl); (iii) the Mozilla Public License; (iv) the Netscape Public License; (v) the Sun Community Source License (SCSL); (vi) the Sun Industry Standards License (SISL); (vii) the Berkeley Software Distribution (BSD) License; and (viii) the Apache License ("Public Software") in connection with the Customer Content in any manner that requires, pursuant to the license applicable to such Public Software, that any component of the EMCS be (i) disclosed or distributed in source code form, (ii) made available free of charge to recipients, or (iii) modifiable without restriction by recipients.
- g. **Monitoring.** Customer will provide information and/or other materials related to its Customer Content as reasonably requested by Esri or its Hosting partner to verify Esri's and/or Customer's compliance with this Agreement. Esri or its

Hosting partner, as applicable, may browse, index, or otherwise monitor the external interfaces of any Customer Content solely for the purpose of verifying compliance with this Agreement.

7.3 Takedown or Termination of EMCS. In the event of takedown of Customer Content or upon expiration, termination, or an applicable Task Order while Esri is providing EMCS, Esri will download all Customer Content in Esri's possession to a medium of Customer's choosing and deliver such Customer Content to Customer. Customer will be responsible for any unpaid fees due through the date of termination.

8.0 ESRI ENTERPRISE ADVANTAGE PROGRAM

8.1 Definitions. The following definitions supplement the definitions provided in Attachment A:

- a. **"Activity Description"** means a confirmation email or document received from Customer that confirms the number of Learning and Services Credits that Esri estimates is required to perform an activity and authorizes Esri to begin work based on such estimate.
- b. **"Authorized EEAP Contact"** means the Customer point of contact for EEAP identified below.
- c. **"EEAP"** means the Esri Enterprise Advantage Program as described in this Section.
- d. **"Learning and Services Credits"** means credits that Customer may use in exchange for Professional Services, Training, PSS, EMCS, or related travel expenses as described below.
- e. **"PSS"** means Premium Support Services, which is a prioritized incident management and technical support program, further described at <http://support.esri.com/en/support/premium>.
- f. **"Technical Advisor"** means an Esri advisor assigned to work with Customer to provide Professional Services comprising advising on GIS strategies, facilitating annual account planning, developing a collaborative technical work plan, and proactively coordinating the provision of Services and Esri Offerings under EEAP.

8.2 EEAP Description. The Esri Enterprise Advantage Program is provided on an order-by-order, annual subscription basis. The Esri Enterprise Advantage Program is a menu of Professional Services, Training, PSS, and EMCS that provides Customer with the flexibility to select the components that best meet its needs. The current Esri Enterprise Advantage Program is further described at www.esri.com/services/eeap/components, which may be changed from time to time. EEAP includes:

- a. **Technical Advisor.** Customer will receive up to the number of Technical Advisor hours ordered. Customer may elect to retain additional Technical Advisor hours for a supplemental price.
- b. **Annual Account Planning Session.** A 1-day annual account planning and review meeting is included.
- c. **Technical Work Plan.** A collaboratively developed document designed to drive the program's implementation through definition of Customer's geographic information system (GIS) vision, goals, and objectives.
- d. **Learning and Services Credits.** Customer will receive the number of Learning and Services Credits ordered. Customer may use the credits toward any combination of Professional Services, Training, PSS, or related travel expenses. Customer may order, for an additional price, additional Learning and Services Credits. Learning and Services Credits may be exchanged as described at the following website: <http://www.esri.com/services/eeap/components#learning>. Esri will provide the Authorized EEAP Contact with a monthly report outlining usage of Esri Enterprise Advantage Program Learning and Services Credits to date.
- e. **Quarterly Technology Webcast.** Esri will provide an email invitation to the Authorized EEAP Contact for a quarterly webcast presenting business and technical information related to enterprise GIS.
- f. **No Development Services.** The Esri Enterprise Advantage Program is not designed for Esri to provide project-specific professional services such as custom application or database development for solutions or applications. If these types of professional services are required, Customer will need to enter into a separate Task Order for Professional Services.

8.3 Authorized EEAP Contact Information. Customer identifies the following person as its initial Authorized EEAP Contact.

(to be completed by Customer):

Contact Name: _____

Telephone: _____

Address: _____

Fax: _____

City, State, ZIP: _____

Email: _____

8.4 Current on Maintenance. Customer must remain current on standard Product Maintenance during the EEAP Term.

8.5 Authorization of Learning and Services Credits Use. Customer will contact its Account Manager or Technical Advisor to consume Learning and Services Credits for a particular request. Esri will submit to Customer a Learning and Services Credit estimate by email for confirmation and authorization to use the Learning and Service Credits. Customer may authorize the consumption of Learning and Services Credits by submitting an Activity Description. Esri will begin performance and deduct the amount quoted from the unused Learning and Services Credits available.

8.6 Activity Descriptions for EMCS. The Activity Description for EMCS orders must include the following:

- a. **The EMCS term**—The time period in which Esri provides the EMCS to Customer. The EMCS term does not begin until setup and deployment of the data and application are complete.
- b. **Targeted system availability**—The minimum percentage of time that Customer has external access to the application and associated data content through the Internet. Examples of supported levels of system availability are 95%, 99%, and 99.9%. Not all EMCS offerings include a targeted system availability.
- c. **Number of anticipated requests**—A request is made by an end user through a client (e.g., desktop computer, web application, mobile device) and sent to a server(s) that is set up in the EMCS environment by Esri and performs computational tasks on behalf of the end user. An example of a common request used in a GIS is a map request. A map request is made every time a user pans, zooms, or queries a map service.
- d. **Amount of data storage**—The storage capacity required to retain digital data, which is to be used and consumed in Customer GIS applications and/or Online Services.
- e. **Learning and Services Credits Consumption**—The price for the EMCS in Learning and Services Credits.

The Data storage location may be defined in the Activity Description.

8.7 Travel and Per Diem Expenses. Any Esri travel and per diem expenses will be quoted separately. Customer may direct Esri to use Learning and Services Credits for travel and per diem expenses, or Customer will issue a purchase order and Esri will invoice Customer for the travel and per diem expenses.

8.8 Notification of Consumed Credits. Esri will notify Customer if the authorized Learning and Services Credits are consumed prior to completion of the requested work. Customer may elect to direct the use of additional Learning and Services Credits, if available; procure additional Learning and Services Credits; or notify Esri to stop work on such requested work. Esri reserves the right to discontinue work when the authorized credits are consumed.

8.9 Review of Proposed Activities. Any activities proposed to be completed under the Esri Enterprise Advantage Program will be subject to review and approval by Esri to ensure alignment with the intent of the program.

8.10 Defense or Military Application. At the time the Learning and Services Credits are requested or before the Technical Advisor performs any services, Customer will inform Esri if any of the requested services, consulting, training, or support provided by Esri is directly related to a defense article or for a military application.

8.11 Invoicing

- a. Esri shall invoice Customer as quoted for the EEAP subscription, additional Learning and Services Credits, or Technical Advisor services upon receipt of Customer's order. Subsequently, Esri will invoice annually at least 30 days in advance of the EEAP subscription expiration date. Esri will extend the EEAP subscription for a subsequent annual term upon receipt of Customer's payment of the renewal invoice. Esri will invoice fees for additional Learning and Services Credits or Technical Advisor services upon receipt of Customer's order.
- b. Pricing for annual program renewals and new or additional Esri service offerings will be in accordance with the MPA Price List at the time of purchase or renewal.
- c. For Esri travel-related expenses, Customer may elect to do one of the following: (1) use Learning and Services Credits to pay for Esri travel-related expenses including Esri's standard handling fee or (2) request a separate invoice for Esri's travel-related expenses including Esri's standard handling fee. Esri will invoice for all meals (excluding incidental expenses) on a per diem basis in accordance with the per diem rates specified on the government General Services Administration (GSA) website at <http://gsa.gov/>.

8.12 Termination and Expiration. Upon termination or expiration of an EEAP subscription:

- a. Technical Advisor, Annual Account Planning Session, and Activity Description services will end as of the expiration or termination date unless Customer renews its subscription;
- b. Unless either party terminates the EEAP subscription for cause, Customer may apply any unused Learning and Services Credits toward any Professional Services, Training, PSS, or related travel expenses that are scheduled as of the termination or expiration date, provided that the Learning and Services Credits are used within 3 months after the termination or expiration date. Any other unused Learning and Services Credits will expire 30 days after the expiration or termination date; if Customer renews the EEAP subscription within this time period, any unused Learning and Services Credits will remain valid for up to 2 years from their purchase date or termination of the EEAP Agreement, whichever comes first; and
- c. Unless Esri terminates this EEAP subscription for Customer's breach, Customer retains the right to use any Training Materials.

ATTACHMENT A GLOSSARY OF TERMS

The following glossary of terms applies to all Esri Offerings and Services that Esri may offer to its customers. Certain Esri Offerings or Services may not be within the scope of this Agreement. Please disregard any terms that are not applicable to Esri Offerings or Services offered under this Agreement.

"API" means application programming interface.

"ArcGIS Website" means <http://www.arcgis.com> and any related or successor websites.

"Authorization Code(s)" means any key, authorization number, enablement code, login credential, activation code, token, user name and password, or other mechanism required for use of Esri Offering.

"Beta" means any alpha, beta, or other prerelease Product.

"Cloud Services" means Online Services and EMCS.

"Commercial ASP Use" means use as a commercial application service provider; that is, to generate revenue by providing access to Software through a Value-Added Application; for example, by charging a subscription fee, service fee, or any other form of transaction fee or by generating more than incidental advertising revenue.

"Content" means data, images, photographs, animations, video, audio, text, maps, databases, data models, spreadsheets, user interfaces, graphics components, icons, software applications, software development kits (SDKs), APIs, software libraries, code samples, and other resources.

"Control" means having more than 50% of the voting stock or other voting interest in the Controlled entity.

"Customer Content" means any Content that Customer, Customer's end users, or any other user provides to Esri in connection with Customer's use of Esri Offerings; any results derived from the use of Customer Content with Esri Offerings; and any Value-Added Applications Customer builds and deploys with Products. Customer Content excludes any feedback, suggestions, or requests for improvements that Customer provides to Esri.

"Data" means any commercially available digital dataset(s), including, but not limited to, geographic vector data, raster data reports, or associated tabular attributes, that Esri bundles with other Esri Offerings or delivers independently. Data excludes any Content that persons other than Esri employees, suppliers, or contractors may directly contribute to Esri's website.

"Deliverables" means anything that Esri delivers to a Customer as a result of performance of Professional Services other than Products, Training, or Maintenance. Deliverables may include, but are not limited to, consulting services, software code, dynamic link libraries (DLLs), and programs delivered on any media provided in source, object, or executable code format(s), inclusive of backups, updates, or merged copies; methods, techniques, or know-how; technical assistance, processes, formulas, or algorithms; designs; data dictionaries and models; compilations; schematics; documentation; specifications; drawings; flowcharts; briefings; or test or quality control procedures.

"Documentation" means all user reference documentation that is delivered with the Product.

"Esri Managed Cloud Services" or **"EMCS"** means a single-tenant hardware, Software, Data and network platform, and related system monitoring and support services that Esri provides to house and make Customer Content available to Customer or Customer's end users via the Internet.

"Esri Offering(s)" means any Product, Maintenance, or Documentation. If Esri provides Training or Professional Services directly to Customer, then Esri Offerings also include Training Materials and Deliverables.

"GIS" means geographic information systems.

"Maintenance" means a subscription program entitling the Customer to Product updates and other benefits such as access to technical support and access to self-paced, web-based learning resources.

"Malicious Code" means software viruses; worms; time bombs; Trojan horses; or any other computer code, files, denial-of-service, or programs designed to interrupt, destroy, or limit the functionality of any computer software, hardware, or telecommunications equipment.

"Named User" is Customer's employee, agent, consultant, or contractor to whom Customer has assigned a unique secure named user login credential (identity) enabling access to a Product that requires such identity in order to enable access to identity-managed capabilities within a Product for Customer's exclusive benefit. For educational use, Named Users may include registered students.

"Named User Credential" means an individual person's login and associated password enabling that person to access and use Products.

"Named User License or Subscription" means a license or subscription for use by a single Named User.

"Online Content" means Content hosted or provided by Esri as part of Online Services, including any map services, task services, image services, SDKs, APIs, software libraries, code samples, and other resources, but excluding Content provided by third parties that Customer accesses through Online Services.

"Online Services" means any commercially available, Internet-based geospatial system, including applications and associated APIs for storing, managing, publishing, and using maps, data, and other information. Online Services exclude Data and Content.

"Ordering Document(s)" means a sales quotation, Maintenance renewal quote, purchase order, proposal, or other document identifying the Products or Services that Customer orders.

"Perpetual License" means a license to use a version of the Product, for which applicable license fees have been paid, indefinitely, unless terminated by Esri or Customer as authorized under this Agreement.

"Personal Use" means personal, noncommercial use by an individual Customer. Personal Use excludes use for the benefit of any third party, including commercial, educational, governmental or nonprofit entities.

"Product(s)" means Software, Data, and Cloud Services licensed or subscribed to under the terms of this Agreement.

"Professional Services" means any development or consulting services that Esri provides to Customer.

"Sample(s)" means sample code, sample applications, add-ons, or sample extensions of Products.

"Services" means the technical support provided under Maintenance. If Esri provides Training or Professional Services directly to Customer, then Services also include Training and Professional Services.

"Software" means all or any portion of Esri's proprietary commercial off-the-shelf software, excluding Data, accessed or downloaded from an Esri-authorized website or delivered on any media in any format including backups, updates, service packs, patches, hot fixes, or permitted merged copies.

"Term License" means a license or access provided for use of a Product for a limited time period ("Term") or on a subscription or transaction basis.

"Training" means instructor-led training and coaching services for the use of Esri's GIS Software.

"Training Materials" means digital or printed content required to complete Training, which may include, but is not limited to, workbooks, data, concepts, exercises, and exams.

"Value-Added Application" means an application developed by Customer for use in conjunction with the authorized use of any Software, Data, or Online Services.

ATTACHMENT B

GENERAL TERMS AND CONDITIONS

The following general terms and conditions apply to all Esri Offerings and Services that Esri may offer to its customers. Certain Esri Offerings or Services may not be available under this Agreement. Please disregard any terms that are not applicable to Esri Offerings or Services offered under this Agreement.

ARTICLE 1—GENERAL USE RESTRICTIONS

Except as expressly permitted in this Agreement, Customer will not

- a. Sell, rent, lease, sublicense, distribute, lend, time-share, or assign Esri Offerings;
- b. Use Esri Offerings for Commercial ASP Use or service bureau purposes;
- c. Distribute or provide direct access to Esri Offerings to third parties, in whole or in part, including, but not limited to, extensions, components, or DLLs;
- d. Distribute Authorization Codes to third parties;
- e. Reverse engineer, decompile, or disassemble any Product or Deliverable delivered in compiled form;
- f. Make any attempt to circumvent the technological measure(s) that controls access to or use of Esri Offerings;
- g. Store, cache, use, upload, distribute, or sublicense Content or otherwise use Esri Offerings in violation of Esri's or a third party's rights, including intellectual property rights, privacy rights, nondiscrimination laws, or any other applicable law or regulation;
- h. Remove or obscure any Esri or its licensors' patent, copyright, trademark, proprietary rights notices, and/or legends contained in or affixed to any Esri Offerings, output, metadata file, or online and/or hard-copy attribution page of any Data or Documentation;
- i. Unbundle or independently use individual or component parts of Esri Offerings;
- j. Incorporate any portion of the Esri Offerings into a third-party product or service that competes with the Esri Offerings;
- k. Publish or in any other way communicate the results of benchmark tests run on Beta Products without the prior written permission of Esri and its licensors; or
- l. Use, incorporate, modify, distribute, provide access to, or combine any Esri Offerings in a manner that would subject any part of the Esri Offerings to open-source or open-database license terms that require any part of the Esri Offerings to be
 - 1. Disclosed in source code form to third parties;
 - 2. Licensed to third parties for the purpose of making derivative works; or
 - 3. Redistributable to third parties at no charge.

These restrictions will not apply to the extent that they conflict with applicable law or regulation.

ARTICLE 2—TERM AND TERMINATION

This Agreement is effective upon acceptance. Customer may terminate this Agreement or any Esri Offerings license or subscription at any time upon written notice to Esri. Termination without cause does not entitle Customer to receive any refund of fees paid or to terminate pending Services engagements without further liability. Either party may terminate this Agreement or any license or subscription for a material breach that is not cured within 30 days of written notice to the breaching party. Upon any termination of this Agreement for breach, Esri will stop providing Services. Any licenses in Esri Offerings that survive termination of this Agreement continue under the terms of this Agreement.

If Esri terminates this Agreement following Customer's breach, then Esri may also, at its election, terminate Customer's licenses or subscriptions in Esri Offerings. If Customer terminates this Agreement for any reason, then Customer may, at its election, also terminate Customer's licenses or subscriptions in Esri Offerings.

Upon any termination of a license or subscription, Customer will

- a. Stop accessing and using the terminated Esri Offerings;
- b. Clear any client-side data cache derived from the terminated Online Services; and
- c. Stop using, uninstall, remove, and destroy all copies of affected Esri Offerings in Customer's possession or control, including any modified or merged portions thereof, in any form, and execute and deliver evidence of such actions to Esri or its authorized distributor.

Esri may stop performing Services immediately upon written notice to Customer if a bankruptcy or insolvency proceeding is commenced by or against Customer until the trustee cures any existing defaults and provides adequate assurance of future performance under the Agreement. This Agreement terminates upon the insolvency, liquidation, or dissolution of either party.

ARTICLE 3—LIMITED WARRANTIES AND DISCLAIMERS

3.1 Limited Warranties. Esri warrants:

- a. For a period of 90 days,
 1. Software will substantially conform to the Documentation under normal use and all media will be free from defects in materials and workmanship from the date of delivery;
 2. Training Materials will substantially conform to Esri's published course descriptions from the date of delivery;
 3. Services will substantially conform to the professional and technical standards of the software industry from the date of performance; and
 4. Deliverables provided on a firm-fixed price basis will substantially conform to the specifications set forth in the agreed-upon Ordering Document from the date of acceptance.
- b. During the applicable subscription term,
 1. Online Services will substantially conform to the Documentation under normal use;
 2. Maintenance will substantially conform to the professional and technical standards of the software industry; and
 3. EMCS will conform to the scope, descriptions, and assumptions for EMCS set forth in the Ordering Document.

3.2 Special Disclaimer. Content, Data, samples, hot fixes, patches, updates, Online Services provided at no charge, and evaluation and Beta Products are delivered "as is" and without warranty of any kind.

3.3 General Disclaimer. Except for the express limited warranties set forth in this Agreement, Esri disclaims all other warranties or conditions of any kind, whether express or implied, including, but not limited to, warranties or conditions of merchantability, fitness for a particular purpose, and noninfringement of intellectual property rights. Esri does not warrant that Esri Offerings, or Customer's operation of the same, will be uninterrupted, error free, fault tolerant, or fail-safe or that all nonconformities can or will be corrected. Esri Offerings are not designed, manufactured, or intended for use in environments or applications that may lead to death, personal injury, or physical property or environmental damage. Customer should not follow any navigational route suggestions that appear to be hazardous, unsafe, or illegal. Any such uses will be at Customer's own risk and cost.

3.4 Disclaimers

- a. **Internet Disclaimer.** Neither party will be liable for damages under any theory of law related to the performance or discontinuance of operation of the Internet or to regulation of the Internet that might restrict or prohibit the operation of Online Services.
- b. **Third-Party Content and Websites.** Esri is not responsible for any third-party website or Content that appears in or is referenced by Esri Offerings and Esri websites, including www.esri.com and www.arcgis.com. Providing links to third-party websites and resources does not imply an endorsement, affiliation, or sponsorship of any kind.

3.5 Exclusive Remedy. Customer's exclusive remedy and Esri's entire liability for breach of the limited warranties in this section will be limited, at Esri's sole discretion, to (i) replace any defective media; (ii) repair, correct, or provide a workaround for the applicable Esri Offering or Services; or (iii) return the fees paid by Customer for Esri Offerings or Services that do not meet Esri's limited warranties, provided that Customer uninstalls, removes, and destroys all copies of the applicable Esri Offerings; ceases accessing and using the applicable Cloud Services; and executes and delivers evidence of such actions to Esri or its authorized distributor.

ARTICLE 4—LIMITATION OF LIABILITY

4.1 Disclaimer of Liability. Neither Customer, Esri, nor any Esri distributor or licensor will be liable for any indirect, special, incidental, or consequential damages, including lost profits, lost sales, or loss of goodwill; costs of procurement of substitute goods or services; or damages exceeding the applicable license or subscription fees paid or owed to Esri for the Esri Offerings giving rise to the cause of action.

4.2 The limitations and exclusions of liability in the preceding paragraph do not apply to Customer's infringement, misuse, or misappropriation of Esri's or Esri's licensors' intellectual property rights, either party's indemnification obligations, gross negligence, willful misconduct, or violations of the Export Compliance clause of this Agreement or any applicable law or regulation.

4.3 Applicability of Disclaimers and Limitations. Esri or its authorized distributor has set its fees and entered into this Agreement in reliance on the disclaimers and limitations in this Agreement; the fees reflect an allocation of risk that is an essential basis of the bargain between the parties. **These limitations will apply whether or not a party is aware of the possibility of any damage and notwithstanding any failure of essential purpose of any exclusive, limited remedy.**

4.4 The foregoing warranties, limitations, and exclusions may be invalid in some jurisdictions and apply only to the extent permitted by applicable law or regulation in Customer's jurisdiction. Customer may have additional rights that may not be waived or disclaimed. Esri does not seek to limit Customer's warranty or remedies to any extent not permitted by law.

ARTICLE 5—INDEMNIFICATIONS

5.1 Definitions. The following definitions supplement the definitions provided in [Attachment A](#):

- a. **"Claim"** means any claim, action, or demand by a third party.
- b. **"Indemnitees"** means Customer and its directors, officers, and employees.
- c. **"Infringement Claim(s)"** means any Claim alleging that Customer's use of or access to Esri Offerings or Services infringe a US patent, copyright, trademark, or trade secret.
- d. **"Loss(es)"** means out-of-pocket loss, damage award, settlement amount, cost, or expense, including awarded attorneys' fees.

5.2 Infringement Indemnity

- a. Esri will defend and hold all Indemnitees harmless from any Infringement Claim and indemnify any Loss arising out of an Infringement Claim as set forth in the following paragraphs.
- b. If Esri determines that an Infringement Claim is valid, Esri may, at its expense, either (i) obtain rights for Customer to continue using the Esri Offerings or (ii) modify the Esri Offerings while maintaining substantially similar functionality. If neither alternative is commercially reasonable, Esri may terminate Customer's right to use the Esri Offerings and will refund any (a) applicable Services fees; (b) license fees that Customer paid for the infringing Esri Offerings acquired under a Perpetual License, prorated on a 5-year, straight-line depreciation basis beginning from the initial date of delivery; or (c) unused portion of fees paid for Term Licenses, Subscriptions, and Maintenance.
- c. Esri has no obligation to defend an Infringement Claim or to indemnify Customer to the extent the Infringement Claim arises out of (i) the combination or integration of Esri Offerings with a product, process, system, or element that Esri has not supplied or specified in its Documentation; (ii) Esri Offerings' alteration by anyone other than Esri or its

subcontractors; (iii) compliance with Customer's specifications; or (iv) use of Esri Offerings after Esri either provides a modified version to avoid infringement or terminates Customer's right to use the Esri Offerings.

5.3 General Indemnity. Esri will defend and hold all Indemnitees harmless from, and indemnify any Loss arising out of, any Claim for bodily injury, death, or property damage (excluding databases not covered under a reasonable backup program) brought against any of the Indemnified Parties to the extent arising from any negligent act or omission or willful misconduct by Esri or its directors, officers, employees, or agents performing Services while on Customer's site.

5.4 Conditions for Indemnification. As conditions for indemnification, Indemnitee will (i) promptly notify Esri in writing of the Claim, (ii) provide all available documents describing the Claim, (iii) give Esri sole control of the defense of any action and negotiation related to the defense or settlement of any Infringement Claim, and (iv) reasonably cooperate in the defense of the Infringement Claim at Esri's request and expense.

5.5 This Section sets forth the entire obligation of Esri, its authorized distributor, and its licensors regarding any Claim.

ARTICLE 6—INSURANCE

If Esri is providing Services, Esri will carry, at a minimum, the following coverage:

- a. Comprehensive general liability or commercial general liability with minimum coverage of (\$1,000,000.00) combined single limit per occurrence for bodily injury, including death, and property damage liability, to include the following:
 1. Premises and operations;
 2. Blanket contractual liability;
 3. Broad form property damage;
 4. Independent contractors;
 5. Personal injury, with employee exclusion deleted; and
 6. Completed operations.
- b. Workers' compensation insurance, with waiver of subrogation, in an amount that complies with statutory limits.

ARTICLE 7—SECURITY AND COMPLIANCE

7.1 Export Compliance. Each party will comply with all applicable export laws and regulations, including the US Department of Commerce's Export Administration Regulations (EAR), the US Department of State's International Traffic in Arms Regulations (ITAR), and other applicable export laws. Customer will not export, reexport, transfer, release, or otherwise dispose of, in whole or in part, or permit access, transfer, or use of Services or Esri Offerings to any United States embargoed countries or denied entities or persons except in accordance with all then-current applicable US government export laws and regulations. Customer will not export, reexport, transfer, or use Services or Esri Offerings for certain missile, nuclear, chemical, or biological activities or end uses without proper authorization from the US government. Customer shall immediately notify Esri in writing if any US government entity or agency denies, suspends, or revokes Customer's export privileges. Customer will not upload, store, or process in Cloud Services any Customer Content that (i) has an Export Control Classification Number (ECCN) other than EAR99 or (ii) is controlled for export from the United States under ITAR. Esri will not perform Services or provide Esri Offerings related to any defense article, defense service, or technical data, as defined under the ITAR Sections 120.6, 120.9, and 120.10, respectively, until Esri obtains any necessary export license from the US government. Customer will reasonably assist Esri in applying and obtaining an export license if needed.

7.2 Security. Esri publishes its security capabilities at <http://doc.arcgis.com/en/trust/security/security-overview.htm>. Customer may give Esri personnel access to Customer systems or to Customer or third-party personal information if access is essential for Esri's performance of Services and if Esri expressly agrees to such access. Esri will use reasonable administrative, technical, and physical safeguards to protect such data and guard against unauthorized access. Customer bears responsibility to (i) confirm that Esri's published security and privacy controls meet all applicable legal requirements

for protection of Customer Content and (ii) upload or share controlled Customer Content through Cloud Services only when it is legal to do so. Esri is not responsible to review Customer Content to ensure compliance with applicable laws and regulations.

ARTICLE 8—CLOUD SERVICES INTERRUPTIONS, TAKEDOWNS, AND SUSPENSIONS

8.1 Prohibited Uses. Customer may not access or use Cloud Services to

- a. Spam, spoof, or phish email; transmit junk email or offensive or defamatory material; or stalk or make threats of physical harm;
- b. Store or transmit any Malicious Code;
- c. Violate any law or regulation;
- d. Infringe or misappropriate the rights of any third party;
- e. Probe, scan, or test the vulnerability of Cloud Services or breach any security or authentication measures used by Cloud Services; or
- f. Benchmark the availability, performance, or functionality of Cloud Services for competitive purposes.

8.2 Service Interruption. System failures or other events beyond Esri's reasonable control may interrupt Customer's access to Online Services. Esri may not be able to provide advance notice of such interruptions.

8.3 Removal of Customer Content. Esri may remove or delete any portions of Customer Content if there is reason to believe that uploading Customer Content to, or using it with, Cloud Services violates this Agreement. If reasonable under these circumstances, Esri will notify Customer before Customer Content is removed. Esri will respond to any Digital Millennium Copyright Act takedown notices in accordance with Esri's copyright policy, available at http://www.esri.com/legal/dmca_policy.

8.4 Service Suspension. Esri may suspend access to Cloud Services (i) if Customer materially breaches this Agreement and fails to timely cure the breach; (ii) if Esri reasonably believes that Customer's use of Cloud Services will subject Esri to immediate liability or adversely affect the integrity, functionality, or usability of the Cloud Services; (iii) for scheduled maintenance; (iv) to enjoin a threat or attack on Cloud Services; or (v) if Cloud Services become prohibited by law or regulated to a degree that continuing to provide them would impose a commercial hardship. When feasible, Esri will notify Customer of any Cloud Services suspension beforehand and give Customer reasonable opportunity to take remedial action.

Esri is not responsible for any damage, liabilities, or losses that may result from any interruption or suspension of Online Services or removal of Customer's content as described above.

ARTICLE 9—GENERAL PROVISIONS

9.1 Payment. Customer will pay each correct invoice no later than 30 days after receipt and will remit payment to the address stated on the invoice.

9.2 Feedback. Esri may freely use any feedback, suggestions, or requests for Product improvement that the Customer provides to Esri.

9.3 Patents. Customer may not seek, and may not permit any other user to seek, a patent or similar right worldwide that is based on or incorporates any Products. This express prohibition on patenting will not apply to Customer's software and technology except to the extent that Products, or any portion thereof, are part of any claim or preferred embodiment in a patent application or a similar application.

9.4 Taxes and Fees; Shipping Charges. Fees quoted to Customer are exclusive of any and all applicable taxes or fees, including, but not limited to, sales tax, use tax, or value-added tax (VAT); customs, duties, or tariffs; and shipping and handling charges.

9.5 Compliance Review. Customer will keep accurate and complete records and accounts pertaining to its compliance with its obligations under this Agreement. Esri or its authorized distributor may conduct a compliance review of these records and accounts with no less than 7 business days' written notice, or may appoint an independent third party to conduct such a compliance review on its behalf. Customer will promptly correct any noncompliance identified during the compliance review. Neither Esri nor Esri's distributor may conduct a compliance review of Customer within 12 months after the conclusion of any prior compliance review that does not reveal any material Customer noncompliance.

9.6 No Implied Waivers. The failure of either party to enforce any provision of this Agreement will not be deemed a waiver of the provisions or of the right of such party thereafter to enforce that or any other provision.

9.7 Severability. The parties agree that if any provision of this Agreement is held to be unenforceable for any reason, such provision will be reformed only to the extent necessary to make the intent of the language enforceable.

9.8 Successor and Assigns. Customer will not assign, sublicense, or transfer Customer's rights or delegate Customer's obligations under this Agreement without Esri's and its authorized distributor's prior written consent, and any attempt to do so without consent will be void. This Agreement will be binding on the respective successors and assigns of the parties to this Agreement. Notwithstanding, a contractor under contract to the government to deliver Products may assign this Agreement and Products acquired for delivery to its government customer upon written notice to Esri, provided the government customer assents to the terms of this Agreement.

9.9 Survival of Terms. The Glossary of Terms and provisions of Articles 3, 4, 5, and 9 of these General Terms and Conditions will survive the expiration or termination of this Agreement.

9.10 US Government Customer. The Products are commercial items, developed at private expense, provided to Customer under this Agreement. If Customer is a US government entity or US government contractor, Esri licenses or provides subscriptions to Customer in accordance with this Agreement under FAR Subparts 12.211/12.212 or DFARS Subpart 227.7202. Esri Data and Online Services are licensed or subscribed under the same DFARS Subpart 227.7202 policy as commercial computer software for acquisitions made under DFARS. Products are subject to restrictions, and this Agreement strictly governs Customer's use, modification, performance, reproduction, release, display, or disclosure of Products. Agreement provisions that are inconsistent with federal law regulation will not apply. A US government Customer may transfer Software to any of its facilities to which it transfers the computer(s) on which it has installed such Software. If any court, arbitrator, or board holds that a US government Customer has greater rights to any portion of the Products under applicable public procurement law, such rights will extend only to the portions affected.

9.11 Governing Law. US federal law and the law of the State of California govern this Agreement, excluding their respective choice of law principles. This Agreement is not subject to the United Nations Convention on Contracts for the International Sale of Goods.

9.12 Dispute Resolution. The parties will use the following dispute resolution processes:

- a. *Equitable Relief.* Either party will have the right to seek an injunction, specific performance, or other equitable relief in any court of competent jurisdiction without the requirement of posting a bond or proving injury as a condition for relief.
- b. *US Government Agencies.* This Agreement is subject to the Contract Disputes Act of 1978, as amended (41 USC 601–613).
- c. *Other Government Entities.* Esri will comply with mandatory dispute resolutions under applicable law.
- d. *Arbitration.* Except as noted above, the parties will submit to binding arbitration to resolve any dispute arising out of or relating to this Agreement that cannot be settled through negotiation. If Customer is in the United States or one of its territories or outlying areas, the Commercial Arbitration Rules of the American Arbitration Association will govern the arbitration proceedings. If Customer is outside the United States, the Rules of Arbitration of the International Chamber of Commerce will govern the proceedings. The parties will select a single arbitrator in accordance with the applicable arbitration rules. The language of the arbitration will be English. Arbitration will be at an agreed-upon location. Either

party will, at the request of the other, make available documents or witnesses relevant to the major aspects of the dispute.

9.13 Force Majeure. A party will not be liable for any failure of or delay in the performance of this Agreement for the period that such failure or delay is due to causes beyond the party's reasonable control. Such causes may include, but are not limited to, acts of God, war, strikes, labor disputes, cyber attacks, laws, regulations, government orders, or any other force majeure event.

9.14 Independent Contractor. Esri is and at all times will be an independent contractor. Nothing in this Agreement creates an employer/employee, principal/agent, or joint venture relationship between Esri or its authorized distributor and Customer. No party has any authority to enter into contracts on behalf of another party or otherwise act on behalf of another party.

9.15 Notice. Customer may send notices required under this Agreement to Esri at the following address:

Environmental Systems Research Institute, Inc.
Attn: Contracts & Legal Department
380 New York Street
Redlands, CA 92373-8100
USA

Tel.: 909-793-2853

Email: LegalNotices@esri.com

ATTACHMENT C
SAMPLE TASK ORDER

Esri Agreement No. _____

Task Order No. _____

In accordance with the terms and conditions of the above-referenced Agreement between Environmental Systems Research Institute, Inc. ("Esri"), and _____ ("Customer"), _____ ("Customer Address"), this Task Order authorizes preparation and provision of the Services Output and/or Deliverables described and in accordance with the terms, schedule, and start/end date(s) specified below.

1. Scope of Work: *[As applicable, specifically identify and describe Deliverables including custom code, map data, and technical data (including technical assistance) and the resources to be provided by Customer (including Customer-supplied personnel, software, hardware, and digital or hard-copy data), and place of delivery and location where technical assistance will be provided.]*

In addition to the foregoing, Customer agrees that its employees, representatives, and subcontractors will cooperate and communicate with Esri during performance of this Task Order. Without cost to Esri, Customer shall provide, allow access to, or assist Esri in obtaining all data Esri requests for performance of this Task Order, including, but not limited to, (1) copies of previously prepared reports, maps, plans, surveys, records, and other documents in the control or possession of Customer and (2) copies of ordinances, codes, regulations, or other governmental documents.

2. Contract Type: *[Firm Fixed Price (FFP) or Time and Materials (T&M)]*:
3. Total Task Order Value (if FFP) or Not-to-Exceed Value (if T&M):
4. Customer Address for the Receipt of Esri Invoices:
5. Delivery Schedule or Start/End Date(s) for Each Deliverable:
6. Special Considerations:
7. Esri Project Manager: *[insert name, telephone, fax, and email address]*
Esri Senior Contract Administrator: *[insert name, telephone, fax, and email address]*
Customer Project Manager: *[insert name, telephone, fax, and email address]*
Customer Senior Contract Administrator: *[insert name, telephone, fax, and email address]*
Customer Accounts Payable Contact: *[insert name, telephone, fax, and email address]*

ACCEPTED AND AGREED:

[sample only—do not sign]
(Customer)

Signature: [sample only—do not sign]

Printed Name: _____

Title: _____

Date: _____

ENVIRONMENTAL SYSTEMS
RESEARCH INSTITUTE, INC.
(Esri)

Signature: [sample only—do not sign]

Printed Name: _____

Title: _____

Date: _____

ATTACHMENT D
TIME AND MATERIALS RATE SCHEDULE



ADDENDUM 1 PRODUCT-SPECIFIC TERMS OF USE

SOFTWARE

The following table identifies additional terms of use that apply to specific Software. Each Product listing identifies one or more footnotes that apply to that Product. These footnotes supplement the terms of the Agreement. The definitions for each footnote follow the table. Unless otherwise noted in the applicable Ordering Document, extensions to Software follow the same scope of use as that granted for the corresponding Software.

<p>Desktop Products</p> <ul style="list-style-type: none">▪ ArcGIS Desktop (Advanced, Standard, or Basic) (26)▪ ArcGIS Earth (65)▪ ArcGIS Explorer Desktop (20)▪ ArcGIS for AutoCAD (20)▪ ArcPad (13)▪ ArcReader (20)▪ ArcGIS for Windows Mobile (15; 54)▪ ArcGIS for Personal Use (3, 26) <p>Server Products</p> <ul style="list-style-type: none">▪ ArcGIS Enterprise<ul style="list-style-type: none">– Standard or Advanced (21; 31)– Workgroup Standard or Advanced (21; 28; 29; 30; 32)– ArcGIS GIS Server (Standard or Advanced) (31)– ArcGIS GIS Server Basic (39)– ArcGIS GIS Server Workgroup (Standard or Advanced) (28; 29; 30; 32)– ArcGIS GIS Server Basic (39)– ArcGIS GIS Server Extension– ArcGIS Maritime: Server (2)– ArcGIS Image Server, ArcGIS GeoEvent Server, ArcGIS GeoAnalytics Server (4)▪ Esri Business Analyst Server<ul style="list-style-type: none">– Workgroup (28; 29; 30; 31; 39)– Enterprise (31; 39)▪ World Geocoder for ArcGIS Basic (67)	<p>Developer Tools</p> <ul style="list-style-type: none">▪ AppStudio for ArcGIS Standard (11, 16, 19)▪ ArcGIS Runtime SDK for Android, iOS, Java, Mac OS X, Microsoft .NET Framework (Windows [desktop], Windows Phone, Windows Store), Qt, or WPF (16; 19)▪ ArcGIS Runtime Standard Level for Android, iOS, Java, Mac OS X, Microsoft .NET Framework (Windows [desktop], Windows Phone, Windows Store), Qt, or WPF (15; 18)▪ ArcGIS Engine Developer Kit and Extensions (16, 19; 22, 26)▪ ArcGIS Engine for Windows/Linux and Extensions (15; 22; 26)▪ ArcGIS Web Mapping (including ArcGIS API for JavaScript/HTML5, ArcGIS API for Flex, ArcGIS API for Microsoft Silverlight) (15; 16; 64; 66)▪ ArcGIS Developer Subscription (24; 26)▪ Esri File Geodatabase API (47) <p>Other</p> <ul style="list-style-type: none">▪ Navigator for ArcGIS (14)
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Footnotes:

1. Reserved.
2. Not for use in navigation.
3. Licensed for Personal Use only.
4. When used with ArcGIS Enterprise Workgroup
 - Limited to 1 four-core server.
 - Can be installed on a separate machine.
- 5–10. Reserved.

11. Applications built with AppStudio for ArcGIS Standard are subject to the terms of use for ArcGIS Runtime Standard Level.
12. Reserved.
13. **"Dual Use License"** means the Software may be installed on a desktop computer and used simultaneously with either a personal digital assistant (PDA) or handheld mobile computer as long as the Software is only used by a single individual at any one time.
14. May be used for navigational purposes.
15. Licensed as a Deployment License.
16. Customer may use the SDKs or APIs to create Value-Added Applications and distribute and license those Value-Added Applications to its end users to use the Value-Added Applications anywhere not prohibited under export regulation.
17. Reserved.
18. The Deployment License is per Value-Added Application per computer for stand-alone applications.
19. License may not be used to develop Internet or server-based Value-Added Applications.
20. Customer may reproduce and distribute the Software provided all the following occur:
 - a. The Software is reproduced and distributed in its entirety;
 - b. A license agreement accompanies each copy of the Software that protects the Software to the same extent as this License Agreement, and the recipient agrees to be bound by the terms and conditions of the license agreement;
 - c. All copyright and trademark attributions/notices are reproduced; and
 - d. There is no charge or fee attributable to the use of the Software.
21. Customer may build a Value-Added Application(s) for use by Customer's Named Users. Customer may not embed a Named User credential into a Value-Added Application. Customer may not embed or use App Login Credentials in Value-Added Applications. Value-Added Applications require Named User login credentials.
22.
 - a. An end user must license either ArcGIS Engine for Windows/Linux Software or other ArcGIS Desktop Software (Basic, Standard, or Advanced) to obtain the right to run an ArcGIS Engine application on 1 computer; and
 - b. The ArcGIS Engine for Windows/Linux extensions shall not be used in combination with ArcGIS Desktop Software to run ArcGIS Engine Value-Added Applications. A single user can have multiple ArcGIS Engine Value-Added Applications installed on 1 computer for use only by that end user.
23. Reserved.
24. Software may be used only for the purposes of development, testing, and demonstration of a prototype Value-Added Application and creating map caches. Value-Added Applications and map caches can be used with Staging and Deployment ArcGIS Enterprise servers. Software and Data may be installed on multiple computers for use by any ArcGIS Developer Subscribers with Extend or higher plan subscriptions; all other Software is licensed as a Single Use License.
25. Reserved.
26. A Personal Edition geodatabase is restricted to 10 gigabytes of Customer's data.
27. Reserved.
28. Use is limited to 10 concurrent end users of applications other than ArcGIS Enterprise Workgroup or ArcGIS GIS Server Workgroup applications. This restriction includes use of ArcGIS Desktop Software, ArcGIS Engine Software, and third-party applications that connect directly to any ArcGIS Enterprise Workgroup or ArcGIS GIS Server Workgroup geodatabase. There are no limitations on the number of connections from web applications.
29. Software requires a supported version of SQL Server Express. Supported versions are listed with the system requirements for the product on the Esri website.
30. Use is restricted to a maximum of 10 gigabytes of Customer's data.
31. Customer may have redundant Esri Server Software installation(s) for failover operations, but the redundant Software can only be operational during the period the primary site is nonoperational (active-passive failover). The redundant Software installation(s) shall remain dormant, except for system maintenance and updating of databases, while the primary site or any other redundant site is operational.
32. Redundant Software installation for failover operations is not permitted.
- 33–38. Reserved.

- 39. Any editing functionality included with ArcGIS GIS Server is not permitted for use with ArcGIS GIS Server Basic (Workgroup or Enterprise).
- 40–46. Reserved.
- 47. Customer may develop and distribute Value-Added Applications that use Esri File Geodatabase API to Customer's end users.
- 48–53. Reserved.
- 54. ArcGIS for Windows Mobile Deployments are licensed for use with ArcGIS Enterprise (Advanced or Standard), ArcGIS Enterprise Workgroup (Advanced), ArcGIS Desktop (Advanced, Standard, Basic), and ArcGIS Engine Value-Added Applications.
- 55–63. Reserved.
- 64. Value-Added Application(s) for web deployment must be used in conjunction with other Esri Product(s). Third-party technologies may also be used in conjunction with Value-Added Application(s) as long as the Value-Added Application(s) is always used in conjunction with other Esri Product(s).
- 65. Can only be used in conjunction with other Esri Product(s). Third-party technologies may also be used in conjunction with ArcGIS Earth as long as ArcGIS Earth is always used in conjunction with other Esri Product(s).
- 66. For desktop applications, each license is per organization. For the purposes of this license, *organization* is equivalent to a principal registered unique domain identifier. *Domain* is the Internet domain name registered with a domain name registrar. For instance, in example.com, example.com is the registered unique domain identifier. Similarly, in example.com.xx, where xx is a registered country code, example.com.xx is the registered unique domain identifier. Desktop applications can be used by any employee of the organization with the principal registered unique domain identifier. There is no limit to the number of applications that can be built and deployed within an organization.
- 67. Limited to 250,000,000 geocodes per annual subscription.

ONLINE SERVICES

The following table identifies additional terms of use that apply to specific Online Services. Each Product listing identifies one or more footnotes that apply to that Product. The definitions for each footnote follow the table. Unless otherwise noted in the applicable Ordering Document, extensions to Software follow the same scope of use as that granted for the corresponding Software.

<ul style="list-style-type: none"> ▪ ArcGIS Online subscriptions are available through multiple Selling Programs: <ul style="list-style-type: none"> – Commercial Retail, EAs; Government Programs (1; 2; 3; 11; 12; 14; 20) – Education Program (1; 2; 8; 10; 14; 19) – Non-Profit Program (1; 2; 8; 14; 19; 20) ▪ ArcGIS Online Developer Deployment subscriptions are available through multiple Selling Programs: <ul style="list-style-type: none"> – Commercial Retail, EAs; Government Programs <ul style="list-style-type: none"> ▫ Free Subscription (1; 8; 9; 10; 13; 19; 20) ▫ Paid Subscription (1; 8; 9; 10; 11; 13; 20) – Education, NGO/NPO, Press/Media Programs <ul style="list-style-type: none"> ▫ Free Subscription (1; 3; 4; 5; 6; 9; 10; 13; 19) ▫ Paid Subscription (1; 3; 4; 5; 6; 9; 10; 13; 19) – NGO/NPO, Press/Media Programs <ul style="list-style-type: none"> ▫ Free Subscription (1; 3; 4; 5; 6; 9; 10; 13; 19; 20) ▫ Paid Subscription (1; 3; 4; 5; 6; 9; 10; 13; 19; 20) ▪ Public Plan <ul style="list-style-type: none"> – Commercial Retail, EAs; Government; NGO/NPO; Press/Media Programs (1; 4; 5; 6; 7; 9; 10; 15; 19; 20) – Education Programs (1; 4; 5; 6; 7; 9; 10; 15; 19) 	<ul style="list-style-type: none"> ▪ Esri Business Analyst Online (16) ▪ Esri Business Analyst Online Mobile (16) ▪ Esri Community Analyst (16) ▪ Esri MapStudio (17)
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Footnotes:

1. In addition to the common terms of use of Online Services:
 - a. Customer may use Customer's Esri Online Services subscription to build a Value-Added Application(s) for Customer's internal use.
 - b. Customer may also provide access to Customer's Value-Added Application(s) to third parties, subject to the following terms:
 - i. Customer may allow Anonymous Users to access Customer's Value-Added Application(s).
 - ii. Customer shall not add third parties as Named Users to Customer's ArcGIS Online subscription for the purpose of allowing third parties to access Customer's Value-Added Application(s). This restriction does not apply to third parties included within the definition of Named Users.
 - iii. Customer shall not provide a third party with access to ArcGIS Online Services enabled through Customer's ArcGIS Online subscription other than through Customer's Value-Added Application(s). This restriction does not apply to third parties included within the definition of Named Users.
 - iv. Customer is solely responsible for providing technical support for Customer's Value-Added Application(s).
 - v. Customer may not remove or obscure any trademarks or logos that would normally be displayed through the use of the Online Services without written permission. Customer must include attribution acknowledging that

its application is using Online Services provided by Esri, if attribution is not automatically displayed through the use of Online Services. Guidelines are provided in the Documentation.

- vi. Customer may not embed a Named User credential into a Value-Added Application. An App Login Credential may only be embedded into Value-Added Applications that are used to provide public, anonymous access to ArcGIS Online. Customer may not embed or use ArcGIS Online App Login Credentials in Value-Added Applications for internal use. Value-Added Applications used internally require Named User login credentials.

- c. World Geocoding Service: Customer may not store the geocoded results generated by the service without an ArcGIS Online subscription.
- d. Infographics Service: Customer may use the data accessible through this service for display purposes only. Customer is prohibited from saving any data accessible through this service.

- 2. May be used for any business purpose of the Customer's organization.
- 3. May be used for development and test purposes for the Customer's organization.
- 4. May be used for teaching purposes in educational organizations.
- 5. May be used for the benefit of the Customer's qualified NGO/NPO organization.
- 6. May be used for the benefit of press or media organizations.
- 7. May be used for personal use.
- 8. Subscriber's Value-Added Applications must be published for public access.
- 9. May not be used for the benefit of a for-profit or government organization.
- 10. Customer is not permitted to create private groups or participate in any private groups.
- 11. Customer may make Value-Added Applications available to third parties for a fee.
- 12. Customer may use this subscription to create or participate in private groups.
- 13. Each subscription is limited to 1,000,000 basemap and 1,000,000 geosearch Transactions per month in conjunction with Customer's subscription. "**Transaction**" is defined in the Documentation at ArcGIS Resources at <http://links.esri.com/agol/transactiondef>.
- 14. Each subscription is limited to a combined 50,000,000 basemap and geosearch Transactions per month. "**Transaction**" is defined in the Documentation at ArcGIS Resources at <http://links.esri.com/agol/transactiondef>.
- 15. May permit registered students of an education institution to directly access the Online Services and share a single subscription between more than 1 registered student, for teaching purposes only.
- 16. Customer may not display or post any combination of more than 100 Esri Business Analyst Online or Community Analyst Reports and maps on Customer's external websites.
- 17. Customer may create, publicly display, and distribute maps in hard copy and static electronic format for news-reporting purposes, subject to any restrictions for ArcGIS Online Data.
- 18. Reserved.
- 19. Customer may not make Value-Added Applications available to third parties for a fee.
- 20. Licensee is not permitted to be the licensee for or on behalf of a third party.



SOLE SOURCE LETTER
Environmental Systems Research Institute, Inc. (Esri)
380 New York Street
Redlands, CA 92373
E-mail: jricks@esri.com

DATE: January 20, 2016

TO: To Whom It May Concern

RE: Esri Sole Source Justification for Geographic Information System Software

This letter confirms that Esri, as owner and manufacturer, is the sole-source provider of **software maintenance** (technical support plus Esri software updates/upgrades) for Esri products.

Esri is the sole-source provider of the following Esri products in the commercial, state, and local government marketplace:

- ArcGIS for Desktop & Extensions Subscription (Basic, Advanced, Standard)
- ArcGIS for Aviation Bundle
- ArcGIS for Desktop Advanced
- ArcGIS for Desktop Standard
- ArcGIS for Maritime Bundle
- ArcGIS for Server and extensions
- ArcGIS Online (excluding data owned by 3rd party providers)
- ArcGIS Runtime and Extensions
- Certain proprietary training courses
- Esri Business Analyst Online
- Esri Community Analyst
- Esri Business Analyst Server
- Esri Defense Mapping Bundle
- Esri Developer Network (EDN) subscriptions
- Esri MapStudio
- Esri Maps Products
- Esri Roads and Highways
- Portal & Hosted Portal for ArcGIS

In an effort to support diversity in federal contracting, Esri has authorized certain small businesses (see GSA Advantage! for details) as resellers of the following Esri products to eligible entities purchasing under a GSA Schedule. Esri GSA resellers cannot sell Esri software to state or local entities:

- ArcGIS for Aviation
- ArcGIS for Desktop Advanced
- ArcGIS for Desktop Standard
- ArcGIS for Maritime: Bathymetry
- ArcGIS for Maritime: Charting
- ArcGIS for Server and extensions
- Esri Business Analyst Server
- Esri Defense Mapping
- Esri Production Mapping

Esri distributes certain software licenses, ***excluding those listed above***, through open-market value-added resellers and distributors. If you have further questions, please contact me at 909-793-2853, extension 1-1990.


Jackie Ricks

**TOWN OF SOUTHWEST RANCHES
SOLE SOURCE OR SINGLE SOURCE
PURCHASE FORM**

Department: Public Works / Engineering / Community Services

Vendor Name: Environmental Systems Research Institute, Inc. (ESRI)

Vendor Address: 3325 Springbank Lane, Suite 200, Charlotte, NC 28226

Vendor Phone Number: (704) 541-9810

***Please include a signed letter on company letterhead from the selected vendor declaring they are indeed a sole or single source for the item(s) being purchased.**

How many individuals, companies, and/or manufacturers were contacted about this purchase:

One.

If **sole source purchase**, please explain the characteristic(s) of the product or service that limits competitive bidding. (See Purchasing Manual definition section for a definition of sole source purchase.)

ESRI is the sole source provider for ArcGIS software.

If **single source purchase**, please explain the characteristic(s) of the product or service that limits competitive bidding. (See Purchasing Manual definition section for a definition of a single source purchase.)

Department Director Signature: _____

Date: 10/18/2016

Procurement Manager Signature: _____

Date: 10/19/2016

WORKSHOP MEETING MINUTES OF THE TOWN COUNCIL
Southwest Ranches, Florida

Thursday 7:00 PM

September 13, 2016

13400 Griffin Road

Present:

Vice Mayor Doug McKay
Council Member Steve Breitreuz
Council Member Freddy Fisikelli
Council Member Gary Jablonski

Andrew D. Berns, Town Administrator
Russell Muñiz, Assistant Town Administrator/Town Clerk
Keith Poliakoff, Town Attorney

Workshop Meeting of the Town Council of Southwest Ranches was held at 13400 Griffin Road in the Southwest Ranches Council Chambers. The meeting, having been properly noticed, was called to order by Mayor Nelson at 7:06 PM. Attendance was noted by roll call and was followed by the Pledge of Allegiance.

The following motion was made by Council Member Breitreuz, seconded by Council Member Fisikelli and passed by 4-0 roll call vote. The vote was as follows: Council Members Breitreuz, Fisikelli, Jablonski, and Vice Mayor McKay voting Yes.

MOTION: TO EXCUSE MAYOR NELSON.

3. Presentation by Katie Edwards, Esq., Arnstein & Lehr – Recovery Residences

Town Attorney Poliakoff explained the nature of the workshop was to discuss legislation that is meant to address the proliferation of "Group Homes" and introduced Katie Edwards from his firm who would be providing information to the Town Council and residents.

Katie Edwards stated that she wished to frame the discussion around what the Town could do in response to resident concerns regarding this issue. She stated that there are many constraints placed on local government by the federal government through the Fair Housing Act (FHA) and the Americans with Disabilities Act (ADA).

She provided some history on what the state did in July of 2015. State law effectively does not allow "recovery residences" to be treated like businesses. But the law enacted, created a voluntary certification program for substance abuse recovery providers which restricted them from referring patients unless they were certified. She elaborated on the certification process and the background screening required for staff of these recovery residences. She emphasized that this law took four years to pass, to illustrate how difficult it is to pass any legislation aimed at curtailing recovery residences due to the FHA and ADA.

Attorney Edwards spoke about the proliferation of recovery residences in Palm Beach County. She spoke about the state task force that has looked at the business practices of bad actors recognizing that people receiving treatment are acknowledged as having a disability by law. She believed that the Town had options available to it through its Town Code and Comprehensive Plan to help address resident concerns when these recovery residences decide to open within the

Town. She cited excerpts of the FHA and the ADA which required that the Town make a reasonable accommodation to policies and practices to allow recovery residences.

Town Attorney Poliakoff provided the state definition of a "group home" which was essentially six individuals who are not related, live together because of a disability, and have an administrator who takes care of people. State law provides for them reasonable accommodation. They have an equal opportunity to enjoy housing and can live in any residential zoning district, in any municipality in Florida. The state tried to restrict their proliferation by providing a 1,000 foot buffer from other group homes but in Southwest Ranches this restriction was meaningless because of the larger lot sizes. He spoke of recent court cases involving municipalities and group homes in which the courts have decided mostly in favor of the group homes rights under the FHA and ADA. He cited the Town's Comprehensive Plan which restricted the number of people residing in a home to eight and proposed that the number be reduced to six in compliance with state law. He circulated a draft ordinance that would accomplish the reduction for those seeking reasonable accommodation. The reduction ordinance would also allow the Town to perform an inspection.

Council Member Breitkreuz thanked Town Attorney Poliakoff for arranging this workshop and Attorney Edwards for attending and presenting. He asked what protections the Town has when the person leaves the recovery residence. Attorney Edwards advised that if the person engages in illicit activity they lose their protection under the ADA and FHA. Also, if the recovery residence loses their certification they lose their ability to take new patients. Town Attorney Poliakoff added that once the patient finishes treatment, the recovery residence is no longer getting paid and therefore would not allow the patient to remain on premises. Council Member Breitkreuz felt that the living arrangements for the patient who has finished treatment should be addressed in the legislation as it was a critical next step for the patient and to insure that the person wasn't just left at the front door once treatment was completed.

Vice Mayor McKay asked who pays for the treatment, insurance or "out of pocket." Attorney Edwards felt it was a combination of both. Town Attorney Poliakoff indicated that there were also agencies that provided funding such as the Department of Elderly Affairs, the Department of Juvenile Justice, and others.

Council Member Jablonski thanked Town Attorney Poliakoff and Attorney Edwards for attending and presenting.

Members of the public were invited to provide comment.

Don Maines, a special adviser for the Broward Sheriff's Office, indicated that the number one place in the country for sober homes is Delray Beach, Florida. He provided statistics on the drug epidemic in Broward County.

Council Member Jablonski advised the residents the Town Council hears the residents "loud and clear" regarding their concerns. He advised that whatever the Town Council can do, that is permissible, they will do.

Town Attorney Poliakoff advised the residents in attendance that they need to contact their representatives in the Florida Legislature and the United States Congress about their position on this matter.

4. Adjournment – Meeting was adjourned at 9:12 p.m.

Respectfully submitted:

Russell Muñiz, MMC, Assistant Town Administrator/Town Clerk

*Adopted by the Town Council on
this 10th day of November, 2016.*

Doug McKay, Mayor

PURSUANT TO FLORIDA STATUTES 286.0105, THE TOWN HEREBY ADVISES THE PUBLIC THAT IF A PERSON DECIDES TO APPEAL ANY DECISION MADE BY THIS COUNCIL WITH RESPECT TO ANY MATTER CONSIDERED AT ITS MEETING OR HEARING, HE OR SHE WILL NEED A RECORD OF THE PROCEEDINGS, AND THAT FOR SUCH PURPOSE, THE AFFECTED PERSON MAY NEED TO ENSURE THAT VERBATIM RECORD OF THE PROCEEDING IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED THIS NOTICE DOES NOT CONSTITUTE CONSENT BY THE TOWN FOR THE INTRODUCTION OR ADMISSION OF OTHERWISE INADMISSIBLE OR IRRELEVANT EVIDENCE, NOR DOES IT AUTHORIZE CHALLENGES OR APPEALS NOT OTHERWISE ALLOWED BY LAW.

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FIRST BUDGET HEARING MINUTES OF THE TOWN COUNCIL
Southwest Ranches, Florida

Wednesday 6:00 PM

September 14, 2016

13400 Griffin Road

Present:

Mayor Jeff Nelson

Vice Mayor Doug McKay

Council Member Steve Breitkreuz

Council Member Freddy Fisikelli

Council Member Gary Jablonski

Andy Berns, Town Administrator

Keith Poliakoff, Town Attorney

Martin Sherwood, Town Financial Administrator

Russell Muñiz, Assistant Town Administrator

First Budget Hearing of the Town Council of Southwest Ranches was held at 13400 Griffin Road in the Southwest Ranches Council Chambers. The meeting, having been properly noticed, was called to order by Mayor Nelson at 6:15 PM. Attendance was noted by roll call and was followed by the Pledge of Allegiance.

4. Presentation by Finance

Martin Sherwood, Town Financial Administrator, summarized the various aspects of the Town's budget via a PowerPoint presentation. He explained that the Town's historic millage rate of 3.9404 was proposed to be increased to 4.1204 for Fiscal Year 2017 and the millage associated with the Town's TSDOR program was proposed to be increased from .3950 to .4050 therefore the overall millage rate for Fiscal Year 2017 was proposed to be 4.5254. The residential fire fee was proposed to be increased \$9.11 to \$448.13 for Fiscal Year 2017. The solid waste assessment reflected no rate increases across the board, and would therefore remain the same as Fiscal Year 2016.

5. RESOLUTION – A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING THE FINAL FIRE SERVICES ASSESSMENT RELATING TO THE PROVISION OF FIRE PROTECTION SERVICES, FACILITIES AND PROGRAMS IN THE TOWN OF SOUTHWEST RANCHES, FLORIDA FOR FISCAL YEAR 2016-2017 COMMENCING OCTOBER 1, 2016; PROVIDING PURPOSE AND DEFINITIONS; PROVIDING FOR THE IMPOSITION AND COMPUTATION OF FIRE PROTECTION ASSESSMENTS; INCORPORATING THE FIRE PROTECTION ASSESSMENT REPORT; PROVIDING FOR LEGISLATIVE DETERMINATION OF SPECIAL BENEFIT AND FAIR APPORTIONMENT; ESTABLISHING THE RATE OF ASSESSMENT; DIRECTING THE PREPARATION OF A FINAL ASSESSMENT ROLL; PROVIDING FOR A DISABLED VETERANS EXEMPTION; AUTHORIZING A PUBLIC HEARING AND DIRECTING THE PROVISION OF NOTICE THEREOF; AND PROVIDING AN EFFECTIVE DATE.

The following motion was made by Council Member Breitkreuz, seconded by Vice Mayor McKay and passed by 5-0 roll call vote. The vote was as follows: Council Members Breitkreuz, Fisikelli, Jablonski, Vice Mayor McKay, and Mayor Nelson voting Yes.

MOTION: TO APPROVE THE RESOLUTION.

6. RESOLUTION – A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, RELATING TO THE PROVISION OF SOLID WASTE SERVICES, FACILITIES AND PROGRAMS TO RESIDENTIAL PROPERTIES IN THE TOWN OF SOUTHWEST RANCHES, FLORIDA FOR FY 2016-2017 COMMENCING OCTOBER 1, 2016; PROVIDING AUTHORITY FOR SOLID WASTE SERVICES ASSESSMENTS; PROVIDING PURPOSE AND DEFINITIONS; PROVIDING FINDINGS; INCORPORATING THE SOLID WASTE SPECIAL ASSESSMENT METHODOLOGY REPORT; APPROVING THE ASSESSMENT ROLL; AND PROVIDING AN EFFECTIVE DATE.

The following motion was made by Council Member Breitkreuz, seconded by Vice Mayor McKay and passed by 5-0 roll call vote. The vote was as follows: Council Members Breitkreuz, Fisikelli, Jablonski, Vice Mayor McKay, and Mayor Nelson voting Yes.

MOTION: TO APPROVE THE RESOLUTION.

Millage Rate and Budget Hearing

7. RESOLUTION – A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA APPROVING AND ADOPTING THE TENTATIVE MILLAGE RATE FOR TAXATION OF REAL PROPERTY LYING WITHIN THE BOUNDARIES OF THE TOWN OF SOUTHWEST RANCHES FOR THE 2016-2017 FISCAL YEAR, COMMENCING OCTOBER 1, 2016 AND ENDING SEPTEMBER 30, 2017; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

The following motion was made by Council Member Breitkreuz, seconded by Vice Mayor McKay and passed by 5-0 roll call vote. The vote was as follows: Council Members Breitkreuz, Fisikelli, Jablonski, Vice Mayor McKay, and Mayor Nelson voting Yes.

MOTION: TO APPROVE THE RESOLUTION.

8. ORDINANCE – FIRST READING - AN ORDINANCE OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING THE BUDGET OF THE TOWN OF SOUTHWEST RANCHES FOR FISCAL YEAR 2016-2017, COMMENCING OCTOBER 1, 2016 AND ENDING SEPTEMBER 30, 2017; PROVIDING FOR A BUDGET BASIS; PROVIDING FOR EXPENDITURE OF FUNDS; PROVIDING FOR CARRYOVER OF FUNDS; PROVIDING FOR NOTICE; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT; AND, PROVIDING FOR AN EFFECTIVE DATE.

The following motion was made by Council Member Breitkreuz, seconded by Vice Mayor McKay and passed by 5-0 roll call vote. The vote was as follows: Council Members Breitkreuz, Fisikelli, Jablonski, Vice Mayor McKay, and Mayor Nelson voting Yes.

MOTION: TO APPROVE THE ORDINANCE.

9. Adjournment – Meeting was adjourned at 7:27 p.m.

Respectfully submitted:

Russell Muñiz, MMC, Assistant Town Administrator/Town Clerk

*Adopted by the Town Council on
this 10th day of November, 2016.*

Doug McKay, Mayor

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SECOND BUDGET HEARING MINUTES OF THE TOWN COUNCIL Southwest Ranches, Florida

Thursday 6:00 PM

September 29, 2016

13400 Griffin Road

Present:

Mayor Jeff Nelson

Vice Mayor Doug McKay

Council Member Steve Breitreuz

Council Member Freddy Fisikelli

Council Member Gary Jablonski

Andrew D. Berns, Town Administrator

Richard DeWitt, Deputy Town Attorney

Martin Sherwood, Town Financial Administrator

Russell Muñiz, Assistant Town Administrator

Second Budget Hearing of the Town Council of Southwest Ranches was held at 13400 Griffin Road in the Southwest Ranches Council Chambers. The meeting, having been properly noticed, was called to order by Mayor Nelson at 6:00 PM. Attendance was noted by roll call and was followed by the Pledge of Allegiance.

4. Presentation by Finance

Town Administrator Berns indicated that the budget presented was the culmination of a six-month long process and thanked the Town Council for their direction and staff for their efforts in its completion. Town Financial Administrator Sherwood, also thanked the Town Council and staff. Prior to his presentation, Mayor Nelson read statutorily required language regarding the proposed tax increase into the record. Town Financial Administrator Sherwood summarized the various aspects of the Town's budget via a PowerPoint presentation. He explained that the Town's historic millage rate of 3.9404 was proposed to be increased to 4.1204 for Fiscal Year 2017 and the millage associated with the Town's TSDOR program was proposed to be increased from .3950 to .4050 therefore the overall millage rate for Fiscal Year 2017 was proposed to be 4.5254.

Council Member Jablonski indicated that he had heard from many residents regarding the proposed millage rate increase. He circulated an Excel spreadsheet which depicted various projects included in the budget and their associated projected costs. He noted that the Town was projected to have a \$321,000 surplus for Fiscal Year 2016 and was expecting a lien collection payment in excess of \$42,000. He proposed reducing the Fiscal Year 2017 budget by approximately \$76,389 by altering the funding mechanism for the projects he identified and lowering the proposed millage rate accordingly. The projects identified were Town Hall Painting, GIS Software, Irrigation on Western Griffin Road, and Town Entranceway Signage to be paid from the surplus. He believed that the Town Hall Painting could be delayed one year.

The consensus of the Town Council was to support the alternative suggested by Council Member Jablonski.

Mayor Nelson, asked if the Town's reserves would remain healthy utilizing this proposal. Town Financial Administrator Sherwood indicated that this proposal would have a \$59,845 impact on the current year operating reserve, but the Town would still have an operating surplus. As such the Town's reserves would still exceed the recommended minimum of 15%.

Millage Rate and Budget Hearing

5. RESOLUTION – A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA APPROVING AND ADOPTING THE FINAL MILLAGE RATE FOR TAXATION OF REAL PROPERTY LYING WITHIN THE BOUNDARIES OF THE TOWN OF SOUTHWEST RANCHES FOR THE 2016-2017 FISCAL YEAR, COMMENCING OCTOBER 1, 2016 AND ENDING SEPTEMBER 30, 2017; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

The following motion was made by Council Member Jablonski, seconded by Council Member Breitkreuz and passed by 5-0 roll call vote. The vote was as follows: Council Members Breitkreuz, Fisikelli, Jablonski, Vice Mayor McKay, and Mayor Nelson voting Yes.

MOTION: TO APPROVE THE RESOLUTION SUBJECT TO REDUCING THE FINAL MILLAGE RATE TO 4.4629 BY REMOVING THE FOUR IDENTIFIED PROJECTS (TOWN HALL PAINTING, GIS SOFTWARE, IRRIGATION ON WESTERN GRIFFIN ROAD, AND TOWN ENTRANCEWAY SIGNAGE) FROM THE PROPOSED BUDGET AND FUNDING THEM ALL, EXCEPT TOWN HALL PAINTING, FROM FISCAL YEAR 2016 OPERATING RESERVES.

6. ORDINANCE – FIRST READING - AN ORDINANCE OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING THE BUDGET OF THE TOWN OF SOUTHWEST RANCHES FOR FISCAL YEAR 2016-2017, COMMENCING OCTOBER 1, 2016 AND ENDING SEPTEMBER 30, 2017; PROVIDING FOR A BUDGET BASIS; PROVIDING FOR EXPENDITURE OF FUNDS; PROVIDING FOR CARRYOVER OF FUNDS; PROVIDING FOR NOTICE; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT; AND, PROVIDING FOR AN EFFECTIVE DATE.

The following motion was made by Council Member Jablonski, seconded by Council Member Breitkreuz and passed by 5-0 roll call vote. The vote was as follows: Council Members Breitkreuz, Fisikelli, Jablonski, Vice Mayor McKay, and Mayor Nelson voting Yes.

MOTION: TO APPROVE THE ORDINANCE SUBJECT TO REDUCING THE PROPOSED BUDGET BY REDUCING FINAL MILLAGE RATE TO 4.4629 BY REMOVING THE FOUR IDENTIFIED PROJECTS (TOWN HALL PAINTING, GIS SOFTWARE, IRRIGATION ON WESTERN GRIFFIN ROAD, AND TOWN ENTRANCEWAY SIGNAGE) FROM THE PROPOSED BUDGET AND FUNDING THEM ALL, EXCEPT TOWN HALL PAINTING, FROM FISCAL YEAR 2016 OPERATING RESERVES.

9. Adjournment – Meeting was adjourned at 6:43 p.m.

Respectfully submitted:

Russell Muñiz, MMC, Assistant Town Administrator/Town Clerk

*Adopted by the Town Council on
this 10th day of November, 2016.*

Doug McKay, Mayor

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